



Butte County Exclusive Operating Area (EOA)
Ground Ambulance Services Agreement
with Butte County EMS, LLC

Sierra – Sacramento Valley
Emergency Medical Services Agency

1 **BUTTE COUNTY EXCLUSIVE GROUND AMBULANCE SERVICES**
2 **AGREEMENT WITH BUTTE COUNTY EMERGENCY MEDICAL SERVICES, LLC**

3
4 This ground ambulance services exclusive operating area (EOA) agreement (hereinafter
5 referred to as 'AGREEMENT') for Butte County (hereinafter referred to as 'COUNTY') is entered
6 into this 1st day of October 2023, by and between the SIERRA – SACRAMENTO VALLEY
7 EMERGENCY MEDICAL SERVICES AGENCY (hereinafter referred to as 'AGENCY') and
8 BUTTE COUNTY EMERGENCY MEDICAL SERVICES, LLC, DBA BUTTE COUNTY EMS
9 (hereinafter referred to as 'CONTRACTOR').

10
11 **SECTION 1: RECITALS OF AUTHORITY**

12
13 WHEREAS, pursuant to California Health and Safety Code, Division 2.5, § 1797.200, the
14 AGENCY is the legally designated local EMS agency (LEMSA) for the COUNTY; and

15
16 WHEREAS, pursuant to California Health and Safety Code, Division 2.5, § 1797.204, the
17 LEMSA shall plan, implement, and evaluate an emergency medical services (EMS) system
18 consisting of an organized pattern of readiness and response services based on public and
19 private agreements and operational procedures; and

20
21 WHEREAS, pursuant to California Health and Safety Code, Division 2.5, § 1797.206, the
22 LEMSA shall be responsible for implementation of advanced life support (ALS) systems; and

23
24 WHEREAS, pursuant to California Health and Safety Code, Division 2.5, § 1797.218, the
25 LEMSA may authorize an ALS program which provides services utilizing paramedic personnel
26 for the delivery of emergency medical care to the sick and injured at the scene of an emergency,
27 during transport to a general acute care hospital, during interfacility transfer, while in the
28 emergency department of a general acute care hospital until care responsibility is assumed by
29 the regular staff of that hospital, and during training within the facilities of a participating general
30 acute care hospital; and

1 WHEREAS, California Health and Safety Code, Division 2.5, § 1797.224 and § 1797.85, allows
2 the LEMSA to create EOAs to restrict operations to one or more providers of emergency
3 ambulance services in the development of a local plan, through a competitive process; and
4

5 WHEREAS, the AGENCY conducted a fair competitive process in accordance with applicable
6 California statutes and AGENCY policies; and
7

8 WHEREAS, on May 12, 2023, at its regular scheduled meeting, the AGENCY’S JPA Governing
9 Board of Directors determined that CONTRACTOR had submitted the proposal that attained the
10 highest over-all point score and best serves the interests of the COUNTY and the AGENCY; and
11

12 WHEREAS, as the designated LEMSA for the COUNTY, the AGENCY has been granted the
13 legal authority to develop written agreements with qualified ground ambulance service providers
14 that request to participate in the COUNTY’S ALS program; subject to the rights of providers who
15 are granted EOAs; and
16

17 WHEREAS, § 100168 of Chapter 4 of Title 22 of California Code of Regulations require qualified
18 organizations to have a written agreement with the LEMSA to provide ALS services; and
19

20 WHEREAS, AGENCY policies require qualified organizations to have a written agreement with
21 the AGENCY to provide ALS services and/or ground ambulance services; and
22

23 WHEREAS, the AGENCY and CONTRACTOR desire to enter into a performances-based
24 agreement for provision of ground ambulance services in accordance with this AGREEMENT;
25 and
26

27 WHEREAS, it is understood by the parties that should changes in language in statute or policy
28 occur the above shall hold true;
29

30 Now THEREFORE, it is agreed by and between the parties hereto as follows:
31

1 **SECTION 2: AGREEMENT TERM, SUSPENSION, AND TERMINATION**

2
3 **2.1** This AGREEMENT shall, subject to the limitations contained herein, be for a period of
4 five (5) years, beginning October 1, 2023. The AGENCY, at its sole discretion, may extend
5 this AGREEMENT, with or without modification, for an additional three (3) year and
6 subsequent two (2) year term based on the AGENCY'S assessment of current EMS
7 system conditions/circumstances, and CONTRACTOR'S performance in meeting and/or
8 exceeding the standards outlined in this AGREEMENT.

9
10 **2.2** CONTRACTOR shall continue to perform during any riot, insurrection, civil unrest, natural
11 disaster, pandemic, epidemic, public health emergency, labor action, or similar event if
12 such performance remains practical under prevailing EMS industry standards.
13 CONTRACTOR'S performance under this agreement may be waived or suspended by
14 the AGENCY in the event of riot, insurrection, civil unrest, natural disaster, pandemic,
15 epidemic, public health emergency, labor action or other similar event beyond the control
16 of CONTRACTOR which affects the delivery of ground ambulance services.

17
18 **2.3** The AGENCY may suspend this AGREEMENT immediately if CONTRACTOR or
19 CONTRACTOR'S personnel are engaging in a continuing course of conduct which poses
20 an imminent threat to the public health and safety. Notification of any such suspension
21 shall be in writing and shall state the reason(s) for the suspension and suspension length.

22
23 **2.4** The AGENCY, upon written notice to CONTRACTOR, may terminate this AGREEMENT
24 should CONTRACTOR fail to perform properly any of its obligations contained herein. In
25 the event of such termination, the AGENCY may proceed with the work in any reasonable
26 manner it chooses. The AGENCY'S cost of completing CONTRACTOR'S performance
27 shall be partially supported by securing the funds of the Performance Security Bond
28 described in Section 6.13 of this AGREEMENT, without prejudice to the AGENCY'S rights
29 otherwise to recover its damages.

1 **2.5** This AGREEMENT may be terminated early by mutual consent of CONTRACTOR and
2 the AGENCY.

3
4 **2.6** If CONTRACTOR stops providing services covered by this AGREEMENT prior to the
5 termination of this AGREEMENT ("Walk Away"), the following provisions shall apply;
6 however, in no event shall CONTRACTOR give notice to the AGENCY less than 90 days
7 prior to stopping services:

8 A. The AGENCY may lease all of CONTRACTOR'S service vehicles utilized in the
9 provision of services under this AGREEMENT, including, but not limited to, fully
10 equipped ambulances and supervisor vehicles, for one dollar (\$1.00) per month per
11 vehicle. The AGENCY shall have full use of vehicles and equipment and may, at the
12 AGENCY'S sole option, hire an appropriate organization to manage ambulance
13 operations within the COUNTY until a replacement EOA provider is selected through
14 a new procurement process. The lease agreement shall be nontransferable to a new
15 ambulance provider and shall terminate on the services start date of the new provider.

16 B. CONTRACTOR shall fully cooperate if the AGENCY elects to lease any or all service
17 vehicles pursuant to this provision. The AGENCY shall be responsible for insuring and
18 maintaining all vehicles it leases pursuant to this provision. Alternatively, the AGENCY
19 may elect to purchase the vehicles at their depreciated value as of the date of such
20 election.

21 C. The AGENCY shall have sole discretion as to which vehicles it leases or purchases
22 pursuant to this provision.

23
24 **SECTION 3: CONTRACT RESPONSE AREA**

25
26 **3.1** All requirements described in this AGREEMENT apply to the EOA as shown in Exhibit A
27 of this AGREEMENT.

28
29 **3.2** All the following requests for emergency ground ambulance service originating within the
30 COUNTY (as shown in Exhibit A of this AGREEMENT) shall be exclusively referred to

1 CONTRACTOR, and CONTRACTOR shall be responsible for providing all emergency
2 ground ambulance responses and transports originating within the COUNTY as follows:
3 A. Made in response to 911/Public Service Answering Point (PSAP) requests.
4 B. Made in response to requests for immediate ambulance service transmitted through
5 an authorized PSAP.
6 C. Made in response to requests for emergency ambulance service made directly to any
7 ambulance service or other entity from a private telephone call or other means.
8 D. Any other request for service requiring an emergency ground ambulance response,
9 as defined in the AGENCY'S policies and procedures.

10
11 **3.3** All requests for ALS non-emergency/interfacility ground ambulance transport services
12 originating within the COUNTY (as shown in Exhibit A of this AGREEMENT), from any
13 entity/requester, shall be exclusively referred to CONTRACTOR, and CONTRACTOR
14 shall be responsible for providing all ALS non-emergency/interfacility ground ambulance
15 transports originating within the COUNTY pursuant to this AGREEMENT.

16
17 **3.4** The AGENCY shall not enter into a ground ambulance service provider agreement with
18 any other organization, entity, or governmental body to provide emergency or ALS non-
19 emergency/interfacility ground ambulance services within the EOA described herein
20 during the period of this AGREEMENT or any extensions except as described herein, nor
21 shall the AGENCY knowingly permit any ground ambulance service provider to render
22 such services within the EOA except as provided in this AGREEMENT.

23
24 **3.5** In consideration for providing emergency and ALS non-emergency/interfacility ground
25 ambulance services in accordance with the terms described in this AGREEMENT,
26 CONTRACTOR is also entitled to be a non-exclusive ground ambulance service provider
27 for the following types of services throughout the COUNTY:
28 A. Basic Life Support (BLS) non-emergency/interfacility ground ambulance services.
29 B. BLS and ALS special event standby services.
30 CONTRACTOR shall adhere to AGENCY policies when providing non-exclusive
31 ambulance services pursuant to this AGREEMENT.

1 **3.6** The AGENCY reserves the right to allow EMS aircraft providers to operate within the
2 COUNTY, for the purpose of providing EMS aircraft transportation services.
3 CONTRACTOR and AGENCY authorized EMS aircraft providers shall comply with
4 AGENCY policies and procedures regarding the utilization of EMS aircraft services.

5
6 **SECTION 4: AGENCY RESPONSIBILITIES**

7
8 **4.1 Administration**

9 A. The AGENCY’S Director shall serve as the Contract Administrator and shall represent
10 the AGENCY in all matters pertaining to this AGREEMENT. The Contract
11 Administrator or their designee may:

- 12 1. Audit and inspect CONTRACTOR’S financial records, operational records, and
13 patient care records in relation to the services provided under this AGREEMENT.
14 2. Monitor CONTRACTOR’S delivery of EMS system services for compliance with
15 this AGREEMENT.
16 3. Provide appropriate reports and other communications to the public, EMS system
17 participants, and other entities in relation to CONTRACTOR’S delivery of EMS
18 system services under this AGREEMENT.

19 B. At any time during normal business hours (8:00 am to 5:00 pm Monday - Friday), and
20 at other times as may reasonably be deemed necessary by the AGENCY, AGENCY
21 representatives may observe CONTRACTOR’S operations, with reasonable notice.

22 C. AGENCY representatives may ride as a third person on any of CONTRACTOR’S
23 ambulance or field supervisor units when exercising the AGENCY’S right to inspect or
24 observe. The AGENCY will provide reasonable notice to CONTRACTOR to limit any
25 potential conflict with EMS student interns, scheduled riders, or ongoing operations.

26 D. AGENCY representatives shall conduct themselves in a professional and courteous
27 manner, not interfere with CONTRACTOR’S personnel in the performance of their
28 duties and shall be respectful of CONTRACTOR’S employer/employee relationship.

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1 **4.2 Medical Control**

- 2 A. The AGENCY’S Medical Director shall provide medical control to assure medical
3 accountability throughout the planning, implementation, and evaluation of the EMS
4 system within the COUNTY.
- 5 B. The AGENCY, using state minimum standards, shall establish policies and
6 procedures approved by the AGENCY’S Director and Medical Director to assure
7 ongoing medical control of the EMS system within the COUNTY.

8

9 **SECTION 5: CONTRACTOR RESPONSIBILITIES**

10

11 **5.1 General Performance Requirements**

- 12 1. CONTRACTOR’S performance shall continually conform to EMS industry standards
13 as reasonably interpreted by CONTRACTOR while providing services under this
14 AGREEMENT.
- 15 2. CONTRACTOR shall comply with all ambulance response times and other
16 performance standards contained in this AGREEMENT.
- 17 3. CONTRACTOR shall maintain Commission on Accreditation of Ambulance Services
18 (CAAS) accreditation for the duration of this AGREEMENT.
- 19 4. CONTRACTOR shall notify the AGENCY of any situation that hinders its ability to
20 provide EMS system services under this AGREEMENT.

21

22 **5.2 Personnel**

- 23 A. CONTRACTOR’S emergency 911 ambulances shall be equipped and staffed to
24 operate at the ALS level, with a minimum of one California licensed/Agency Accredited
25 paramedic and one California certified Emergency Medical Technician (EMT), unless
26 alternative staffing is specifically approved by the AGENCY.
- 27 B. CONTRACTOR’S personnel employed in the performance of work under this
28 AGREEMENT shall be competent and hold current and valid certificates, licenses,
29 and accreditations as required by California EMS statutes/regulations and AGENCY
30 policies for their applicable level of certification/licensure.

- 1 C. CONTRACTOR'S paramedic personnel shall maintain International Trauma Life
2 Support (ITLS) or Prehospital Trauma Life Support (PHTLS) certification.
- 3 D. CONTRACTOR'S field personnel and emergency medical dispatchers shall complete
4 ICS 100, ICS 200, and IS 700 training within 12 months of employment.
- 5 E. CONTRACTOR shall maintain current records of its personnel, including addresses,
6 phone numbers, qualifications, and certificates/licenses/accreditations with expiration
7 dates, and shall provide such records to the AGENCY upon request.
- 8 F. CONTRACTOR shall provide field evaluation of its paramedic personnel, as
9 necessary to obtain AGENCY paramedic accreditation.
- 10 G. CONTRACTOR shall ensure that its personnel are properly oriented before being
11 assigned to perform services under this agreement. This orientation shall be a
12 minimum of 40 hours in duration and include, at a minimum, an EMS system overview;
13 EMS policies and procedures including patient destination, trauma triage and patient
14 treatment protocols; radio communications with and between the ambulance, base
15 hospital, receiving facilities, and dispatch center; map reading skills, including key
16 landmarks, routes to hospitals and other major receiving facilities; emergency
17 response areas; and ambulance equipment utilization/maintenance, in addition to
18 CONTRACTOR'S policies and procedures. CONTRACTOR'S new hire orientation
19 program shall be subject to AGENCY review and approval.
- 20 H. CONTRACTOR shall provide initial and on-going Emergency Vehicle Operators
21 Course (EVOC) training to its field personnel.
- 22 I. CONTRACTOR shall provide training in diversity awareness, conflict resolution, and
23 assaultive behavior management to its personnel.
- 24 J. CONTRACTOR shall provide Certified Ambulance Documentation Specialist (CADS)
25 training to its personnel.
- 26 K. CONTRACTOR'S employees shall be assigned a Field Training Officer (FTO) for a
27 minimum of one month after completion of CONTRACTOR'S New Hire Academy.
- 28 L. CONTRACTOR shall provide ongoing in-service training and continuing education
29 programs designed to meet state and AGENCY licensure/certification requirements
30 at no cost to its employees. All in-service training and continuing education programs
31 shall comply with applicable EMS statutes/regulations and AGENCY policies.

1 AGENCY may mandate additional specific in-service training and continuing
2 education programs as deemed necessary/appropriate. AGENCY may review/audit
3 any in-service training and continuing education programs offered by CONTRACTOR.

4 M. CONTRACTOR shall maintain an employee scholarship program to support
5 continuing education opportunities such as, but not limited to, conferences,
6 contributions toward two- or four-year degree programs, training, licensing, or other
7 continuing education opportunities, including online programs.

8 N. CONTRACTOR shall have policies that require its personnel to follow all of
9 AGENCY'S EMS system policies, procedures, and treatment protocols.

10 O. CONTRACTOR shall have practices/policies designed to promote workforce harmony
11 and prevent discrimination based on age, national origin, gender, race, sexual
12 orientation, religion, and physical ability.

13 P. CONTRACTOR shall have a policy that prohibits its personnel from performing any
14 services under this AGREEMENT while under the influence of any alcoholic beverage,
15 illegal drug, or narcotic. Such policy shall also prohibit CONTRACTOR'S personnel
16 from performing such services under the influence of any other substances, which
17 impairs their physical or mental performance.

18 Q. CONTRACTOR shall ensure its personnel wear appropriate uniform attire and comply
19 with CONTRACTOR'S grooming standards.

20 R. CONTRACTOR shall ensure its personnel are properly identified by a name tag,
21 company name/insignia, and their applicable level of EMS certification/licensure.

22 S. CONTRACTOR shall ensure its personnel treat other EMS system participants, the
23 public, patients, and their families with professionalism and courtesy. CONTRACTOR
24 shall address and correct any occasional departure from this standard of conduct.

25 T. For purposes of this AGREEMENT, the parties understand, agree, and acknowledge
26 that CONTRACTOR'S personnel are employed by one or both of the individual
27 member entities of Butte County EMS, LLC and that matters pertaining to hiring and
28 employment of such employees will be handled in accordance with CONTRACTOR's
29 Proposal dated April 12, 2023.
30
31

1 **5.3 Work Schedules**

- 2 A. CONTRACTOR shall utilize reasonable management practices to ensure its field
3 personnel working extended shifts, part-time jobs, voluntary or mandatory overtime
4 are not exhausted to an extent which might impair their judgment or motor skills.
- 5 B. CONTRACTOR’S field personnel shall not be allowed to work longer than 24 hours,
6 unless a temporary exemption is granted by the AGENCY for unusual circumstances
7 (MCI, disaster, etc.). CONTRACTOR’S field personnel working 24 hours shall have a
8 minimum of 6 hours of off-duty time with CONTRACTOR prior to returning to work.
- 9 C. CONTRACTOR shall have mechanisms in place to evaluate crew fatigue levels daily
10 and shall implement/maintain an extreme fatigue policy, subject to review and
11 approval by the AGENCY.
- 12 D. CONTRACTOR shall maintain crew rest locations/crew quarters dispersed throughout
13 the COUNTY as deemed necessary by CONTRACTOR. CONTRACTOR’S crew rest
14 locations/crew quarters shall have suitable bedrooms, living spaces, bathrooms,
15 kitchens, and desk areas, and shall be maintained in clean/sanitary conditions.
- 16 E. CONTRACTOR shall maintain a level of staffing/deployment necessary to ensure a
17 unit hour utilization (UHU) of 0.3 or lower on a consistent basis. CONTRACTOR shall
18 routinely review its data to determine if call volume exceeds 0.3 UHU. If call volume
19 exceeds 0.3 UHU (unrelated to occasional unusual system surges, MCI’s, industry
20 staffing shortages, ect.), CONTRACTOR shall place additional unit hours into the EMS
21 system to ensure adequate crew rest.

22
23 **5.4 Workforce Engagement**

- 24 A. CONTRACTOR shall have a mechanism for involving its field employees in quality &
25 performance improvement projects.
- 26 B. CONTRACTOR shall implement/maintain a Health and Safety Committee, composed
27 of a minimum of two management representatives and two field employees, to review
28 all injuries and accidents and determine what steps can be taken to prevent similar
29 incidents from happening in the future. CONTRACTOR’S Health and Safety
30 Committee shall meet on a regular basis, no less than quarterly (every 3 months).

1 C. CONTRACTOR shall implement/maintain a Labor/Management Committee,
2 composed of a minimum of two management representatives and two field employees
3 selected by CONTRACTOR'S field staff, to explore solutions to operational concerns
4 and other work-related issues. CONTRACTOR'S Labor/Management Committee
5 shall meet on a regular basis, no less than quarterly (every 3 months).

6 D. CONTRACTOR shall implement/maintain a Peer Review Committee, composed of
7 appropriate management and field employee representatives, to provide a
8 mechanism for delivering meaningful daily feedback to CONTRACTOR'S field
9 employees about their individual clinical performance and how that performance
10 impacts system-wide performance. CONTRACTOR'S Peer Review Committee shall
11 meet on a regular basis, no less than bimonthly (every 2 months).

12
13 **5.5 Risk Management and Loss Control**

14 A. CONTRACTOR shall implement/maintain an employee pre-screening process, to
15 include, at a minimum, background checks, pre-placement employee health
16 evaluation, and drug testing.

17 B. CONTRACTOR'S New Hire Academy shall include training on appropriate/necessary
18 safety and risk management topics. CONTRACTOR shall also provide annual
19 refresher courses and/or recurrent training on appropriate/necessary safety and risk
20 management topics to all its employees.

21 C. CONTRACTOR shall utilize the INMAR OneRecall™ system to receive written and
22 email communications from manufacturers and other sources regarding product
23 safety notices, bulletins or recalls.

24 D. CONTRACTOR shall report any adverse medical device-related events to the
25 AGENCY, CONTRACTOR'S Health and Safety Committee, and other required
26 reporting entities in a timely manner.

27
28 **5.6 Employee Health/Safety and Infection Control**

29 A. CONTRACTOR shall implement/maintain programs to enhance the health and safety
30 of its personnel.

- 1 B. CONTRACTOR shall have a process for identification and employee reporting of
2 health/safety and infection control related issues, concerns, injuries, and exposures.
- 3 C. CONTRACTOR shall review and address all identified/reported health/safety and
4 infection control related issues, concerns, injuries, and exposures, and shall
5 implement appropriate measures to reduce/eliminate similar future recurrences.
- 6 D. CONTRACTOR shall provide its personnel with all training, personal protective
7 equipment (PPE), and immunizations necessary to ensure protection from illness or
8 injury when providing services under this agreement. At a minimum, PPE shall include
9 appropriate head, respiratory, and flesh protection for its personnel.
- 10 E. CONTRACTOR shall have a Communicable Disease Policy that complies with all
11 Occupational Safety and Health Administration (OSHA) requirements and other
12 regulations related to prevention, reporting of exposure, and disposal of medical
13 waste. CONTRACTOR'S personnel shall be trained in prevention and universal
14 precautions.
- 15 F. CONTRACTOR shall notify the AGENCY within five (5) business days of any OSHA
16 major enforcement actions, and of any litigation, or other legal or regulatory
17 proceedings in progress or being brought against CONTRACTOR'S operations.
- 18

19 **5.7 Critical Incident Stress Management**

20 CONTRACTOR shall develop and maintain a comprehensive Critical Incident Stress
21 Management (CISD) program. CONTRACTOR'S CISD program shall be available at no
22 cost to CONTRACTOR'S personnel 24 hours a day, 365 days a year. CONTRACTOR'S
23 CISD program shall be subject to review and approval by the AGENCY.

24

25 **5.8 Management and Supervision**

26 A. CONTRACTOR is responsible for conducting employment matters with its employees,
27 including managing its personnel and resources fairly and effectively in a manner that
28 ensures compliance with this AGREEMENT. The AGENCY will not otherwise involve
29 itself in CONTRACTOR'S management/employee relationships.

- 1 B. CONTRACTOR shall employ a qualified full-time Operations Manager/Director (or
2 equivalent position), who is locally employed, assigned within the COUNTY, and
3 readily available to CONTRACTOR'S field and field supervisor personnel.
- 4 C. CONTRACTOR shall provide field supervision on a twenty-four (24) hours per day,
5 seven (7) days a week basis within the COUNTY, consisting of a minimum of 48 hours
6 of on-duty field supervisor coverage each day.
- 7 D. CONTRACTOR'S field supervisors shall meet the following minimum requirements:
- 8 1. Fulfill the requirements of CONTRACTOR'S paramedic job listing.
 - 9 2. Have a current California Paramedic License.
 - 10 3. Have a current AGENCY Paramedic Accreditation.
 - 11 4. Have a current California Driver's License.
 - 12 5. Have a current California Ambulance Driver's Certification.
 - 13 6. Have a current Health Care Provider (HCP) CPR Certification.
 - 14 7. Have a current Advanced Cardiac Life Support (ACLS) Provider Certification.
 - 15 8. Have a current Advanced Medical Life Support (AMLS) Certification.
 - 16 9. Have a current Handtevy or Pediatric Advanced Life Support (PALS) Provider
17 Certification.
 - 18 10. Have a current International Trauma Life Support (ITLS) or Prehospital Trauma
19 Life Support (PHTLS) Certification.
 - 20 11. Be an internal course instructor of at least one discipline (CPR, ACLS, AMLS,
21 PHTLS, Handtevy, PALS, or Stop the Bleed).
 - 22 12. Complete the following training:
 - 23 • ICS 100, ICS 200, ICS 300, ICS 400, ICS 700, and ICS 800.
 - 24 • Ambulance Strike Team/Task Force Leader (within 24 months of field
25 supervisor employment/promotion).
 - 26 • HAZMAT First Responder Operations (FRO).
 - 27 • Sexual Harassment and Discrimination.
 - 28 • Emergency Vehicle Operators Course (EVOC).
 - 29 • Blood-Borne Pathogens.
 - 30 • Hazardous Communications.
 - 31 • Heat/Cold Exposures.

- 1 • Aerosolized Transmissible Disease.
- 2 • ABC 360 (PWW).
- 3 • Ambulance Billing Guidelines (All Payors).
- 4 • Dispatch Center Functionality.
- 5 • Operation of the CAD System/Radio System.
- 6 • Posting Plan/Standardized Response Plan.
- 7 • Fitch and Associates “Beyond the Streets”.
- 8 • Risk and Safety Workshop.
- 9 • Basic Fire Behavior.
- 10 • Conflict Resolution.
- 11 • Accident/Incident Investigation.

12 E. CONTRACTOR’S on-duty field supervisor staff shall not be assigned to an ambulance
13 unit without AGENCY approval and shall serve as a resource for CONTRACTOR’S
14 field personnel, primarily focusing on the oversight of field operations, ambulance
15 availability, multi-casualty incident management, and other operational concerns.

16 F. In addition to responding to the needs of CONTRACTOR’S personnel,
17 CONTRACTOR’S on-duty field supervisor staff shall reasonably respond to any
18 request by the AGENCY or EMS system participants within the COUNTY and shall be
19 authorized to act on behalf of CONTRACTOR.

20

21 **5.9 CONTRACTOR Policies and Procedures**

22 A. CONTRACTOR shall have written policies and procedures, as applicable to
23 CONTRACTOR’S operations under this AGREEMENT, addressing the following:

- 24 1. Recruitment.
- 25 2. Pre-employment screening/hiring standards.
- 26 3. Orientation and training program for new employees.
- 27 4. In-service training and education.
- 28 5. Probation period.
- 29 6. Refresher course training.
- 30 7. Personnel evaluations.
- 31 8. Wage, salary, benefits packages, and general work conditions.

- 1 9. Work schedules/work coverage protocols.
- 2 10. Dispatch policies/protocols.
- 3 11. Evaluation and handling of patients in the provision of EMS services.
- 4 12. Roles and responsibilities of field supervisors.
- 5 13. Employee job descriptions, including, but not limited to, all field, supervisory and
- 6 management personnel.

7 B. CONTRACTOR’S policies and procedures referenced in this AGREEMENT shall be
8 provided to the AGENCY upon request.

9

10 **5.10 Statutes, Regulations, Policies, Procedures, and Protocols**

11 A. CONTRACTOR shall adhere to all applicable local, state and/or federal statutes/
12 regulations and AGENCY policies, procedures, and protocols that exist now or in the
13 future, related to the EMS industry and services provided under this AGREEMENT
14 including, but not limited to, the following:

- 15 1. AGENCY’S Policy/Protocol Manual.
- 16 2. California Health and Safety Code, Division 2.5, Chapter 2, Section 1797 et.seq.
- 17 3. California Code of Regulations, Title 13, and Title 22.
- 18 4. California Vehicle Code.
- 19 5. California Highway Patrol Ambulance Drivers Handbook.
- 20 6. California Business and Professions Code.
- 21 7. California Government Code.
- 22 8. COUNTY’S Ambulance Ordinance.
- 23 9. State and Federal OSHA Blood Borne Pathogen Training Requirements.
- 24 10. State and Federal OSHA Hazardous Materials Awareness Training Compliance.

25

26 **5.11 Dispatch and Communications Services**

27 A. CONTRACTOR shall provide a dispatch center and maintain all equipment and
28 software necessary to receive, manage and respond to all ambulance service
29 requests covered by this AGREEMENT from COUNTY authorized/recognized public
30 safety answering points (PSAPs) or other requestors.

- 1 B. CONTRACTOR shall provide AGENCY approved Medical Priority Dispatch System
2 (MPDS) services, for all calls where MPDS services are not provided by a COUNTY
3 authorized/recognized PSAP.
- 4 C. CONTRACTOR shall implement/maintain a direct computer aided dispatch (CAD) to
5 CAD (C2C) interface with all COUNTY authorized/recognized PSAPs that process
6 EMS requests and shall be responsible for its own reasonable share of costs for such
7 C2C interface capabilities.
- 8 D. CONTRACTOR'S dispatch staff shall be adequately trained/oriented prior to
9 performing services under this AGREEMENT.
- 10 E. CONTRACTOR'S dispatch staff shall be Emergency Medical Dispatcher (EMD)
11 certified at all times while performing services under this AGREEMENT and shall
12 utilize AGENCY approved MPDS protocols when applicable.
- 13 F. CONTRACTOR'S dispatch center staffing levels shall be such that requests for
14 ambulance services are answered/acknowledged within fifteen (15) seconds.
- 15 G. CONTRACTOR shall be responsible for all radio equipment and cellular phones
16 necessary to provide services pursuant to the AGREEMENT, including obtaining/
17 maintaining all necessary radio channels/frequencies, FCC licenses and other permits
18 that may be required.
- 19 H. CONTRACTOR shall equip all ambulances and field supervisor vehicles with radio
20 equipment and cellular telephones to allow reliable communications with
21 CONTRACTOR'S dispatch center and hospital receiving facilities.
- 22 I. CONTRACTOR'S ambulance crews shall be capable of transmitting 12-lead ECGs to
23 receiving facilities as required by AGENCY policies.
- 24 J. CONTRACTOR shall equip all ambulances and field supervisor vehicles with radio
25 equipment to allow reliable communications with COUNTY authorized/recognized
26 PSAPs and first responder agencies. CONTRACTOR shall provide both handheld and
27 mobile radio equipment capable of communicating on all UHF and VHF frequencies
28 utilized by fire department first responder agencies within the COUNTY.
- 29 K. CONTRACTOR shall make reasonable efforts to ensure its employees immediately
30 notify the jurisdictional PSAP of the location where the ambulance is responding from
31 on all emergency/911 incident responses.

- 1 L. CONTRACTOR shall operate all radio equipment in conformance with FCC rules/
2 regulations and AGENCY policies.
- 3 M. CONTRACTOR shall provide cellular telephones on all ambulances and field
4 supervisor vehicles.
- 5 N. CONTRACTOR shall equip all ambulances and field supervisor vehicles with
6 Automatic Vehicle Locators (AVLs), Mobile Data Computers (MDCs), and GPS
7 mapping technology, which shall integrate directly with CONTRACTOR'S dispatch
8 center's CAD system.

9
10 **5.12 System Status Management Plan (SSMP)**

- 11 A. CONTRACTOR shall develop and maintain a SSMP for its services provided under
12 this AGREEMENT, which shall be consistent with EMS industry standards.
- 13 B. CONTRACTOR'S initial SSMP shall be submitted to the AGENCY prior to the effective
14 date of this AGREEMENT. The AGENCY'S acceptance of CONTRACTOR'S SSMP
15 does not in any way exclude CONTRACTOR from complying with all ambulance
16 response times and other performance standards contained in this AGREEMENT.
- 17 C. CONTRACTOR shall notify the AGENCY within thirty (30) days of any proposed
18 changes to its SSMP. CONTRACTOR may implement temporary adjustments or
19 modifications to its SSMP to meet operational needs or changes in demand without
20 notice to AGENCY. If adjustments or modifications exceed seven (7) days, the
21 AGENCY shall be notified thereof.
- 22 D. The AGENCY maintains the right to require modifications to CONTRACTOR'S SSMP
23 as deemed necessary/appropriate to meet the needs of the EMS system.

24
25 **5.13 Response Time Performance Requirements**

- 26 A. Response times shall be measured in minutes and integer seconds and shall be time
27 stamped by CONTRACTOR'S CAD system.
- 28 B. Response time performance requirements are included in Table 1 below, and a map
29 of the Emergency Response Zone boundaries is included in Exhibit B of this
30 AGREEMENT.

Table 1 - Response Zones/Types			
Emergency Response Zone	Compliance Requirement	Code 3¹ Response Time (MM:SS)	Code 2² Response Time (MM:SS)
Chico City Limits	90%	10:00	15:00
Gridley City Limits	90%	10:00	15:00
Oroville City Limits	90%	10:00	15:00
Paradise/Magalia	90%	15:00	25:00
Butte Rural	90%	30:00	45:00
Butte Wilderness	90%	ASAP	ASAP
<p>¹Code 3 definition – An emergency response where time is critical, requiring an immediate ambulance response with emergency lights and siren use per contract policy.</p> <p>²Code 2 definition – A non-life-threatening emergency, requiring an urgent ambulance response without the use of emergency lights and siren.</p>			
Non-Transport ALS Resource Response/Utilization			
<p>If a non-transport ALS resource (QRV, Field Supervisor, etc.) arrives ‘At Scene’ within the applicable response time requirement, the ambulance response time may be extended a maximum of five minutes zero seconds (5:00) for response time compliance purposes.</p>			
ALS Interfacility Transports			
<p>CONTRACTOR shall place an ALS ambulance ‘At Scene’ of at least 90% of all ALS interfacility transport requests, within fifteen minutes zero seconds (15:00) of the requested pickup time. This standard shall apply to all requests where the scheduled pickup time is greater than two (2) hours from the time the call is received by CONTRACTOR’S dispatch center. If CONTRACTOR receives an emergency request for an ALS interfacility transport, the applicable response time requirement will be the same as that for a Code 2 emergency response for the applicable Emergency Response Zone where the patient is located.</p>			

1 **5.14 Notification of ALS Interfacility Transport Request Delays**

2 Whenever emergency ambulance response volume necessitates temporary ALS
3 interfacility transport delays, CONTRACTOR’S dispatch center shall notify the requestor
4 of the reasons for such delay and shall furnish a realistic estimate of when service will be
5 available. This notification does not reduce or eliminate the assessment of any potential
6 penalties for such delays.

7
8 **5.15 Response Time Measurement Methodology**

9 CONTRACTOR’S response times shall be calculated monthly to determine compliance
10 with the standards set forth in Table 1 above, based on the following methodology:

- 11 A. CONTRACTOR’S response time clock begins at the time the following information, at
12 a minimum, is transmitted to the assigned ambulance crew (‘Call Dispatch’):
- 13 1. Response code/priority.
 - 14 2. Exact address or descriptive location such as building or landmark.
 - 15 3. If no ambulance is available at the time the dispatcher is ready to dispatch an
16 ambulance, the ambulance response time shall begin at the time the dispatcher
17 notes in the automated dispatch system record that no ambulance is available.
- 18 B. CONTRACTOR’S response time clock stops when the ambulance arrives at the
19 incident location (‘At Scene’). If the ambulance responds to a location other than the
20 scene, ‘At Scene’ shall be the time the ambulance arrives at the applicable location.
- 21 C. The response time is defined as the interval, in exact minutes and seconds, between
22 ‘Call Dispatch’ and ‘At Scene’.
- 23 D. On incidents where the ambulance crew fails to report ‘At Scene’, the time of the next
24 communication between CONTRACTOR’S dispatch center and the ambulance crew
25 shall be used as the ‘At Scene’ time. CONTRACTOR may be able to document the
26 actual arrival time through other valid means (first responder, PSAP, AVL,
27 communication audio files/logs, etc.), if an auditable report of any edits is produced.
- 28 E. If a response is upgraded prior to the ambulance arrival ‘At Scene’, compliance and
29 any applicable penalties will be calculated based on the lower response code.
- 30 F. If a response is downgraded prior to the ambulance arrival ‘At Scene’, compliance and
31 any applicable penalties will be calculated based on the lower response code.

- 1 G. If an ambulance is reassigned enroute, compliance and any applicable penalties will
2 be calculated based on the response time standard applicable to the initial response
3 code. The response time clock will not stop until the 'At Scene' arrival of an ambulance
4 from which the original ambulance was diverted.
- 5 H. CONTRACTOR will not be held accountable for emergency response time compliance
6 for incidents outside the COUNTY, and such responses will not be counted in the total
7 number of incidents used to determine compliance.
- 8 I. Each incident will be counted as a single response, regardless of the number of units
9 utilized. The response time of the first arriving ambulance will be used to calculate the
10 response time for that incident.
- 11 J. Response time requirements for response zones shall be reported separately but
12 combined countywide for compliance purposes. All responses in the COUNTY
13 (excluding the 'Butte Wilderness' Zone) are included in calculation of non-compliance
14 penalties.
- 15 K. The AGENCY may evaluate call volume to address changes occurring within the
16 COUNTY. In the event of significant ambulance call volume changes impacting a
17 specific response zone, the AGENCY may modify the response time requirements of
18 that response zone. Input from CONTRACTOR and other pertinent EMS system
19 participants will be considered prior to the modification of any response time
20 requirements.

21 22 **5.16 Response Time Exceptions**

- 23 A. The AGENCY may allow exceptions to the response time standards during a declared
24 multi-casualty/disaster incident within the COUNTY, or during a declared disaster in a
25 neighboring county to which ambulance assistance is being provided as requested by
26 the AGENCY or an authorized requestor.
- 27 B. The AGENCY may allow exceptions to the response time standards for good cause,
28 as determined at the AGENCY'S sole discretion. At a minimum, the asserted grounds
29 for exception must have been a substantial factor in producing a particular excess
30 response time, and CONTRACTOR must have demonstrated a good faith effort to
31 respond to the call(s). Good cause for an exception may include, but is not limited to:

- 1 1. Unusual system overload (defined as 150 percent of the average demand for the
- 2 day of the week and hour of day).
- 3 2. Incorrect or inaccurate dispatch information received from a PSAP/caller.
- 4 3. Disrupted voice or data radio transmission (not due to CONTRACTOR'S
- 5 equipment/infrastructure).
- 6 4. Material change in dispatched location.
- 7 5. Unavoidable telephone communications failure.
- 8 6. Inability to locate address due to non-existent address.
- 9 7. Inability to locate the patient due to the patient departing the scene.
- 10 8. Delays caused by traffic related to the incident.
- 11 9. Unavoidable delays caused by extreme inclement weather (fog, etc.).
- 12 10. When units are providing authorized mutual aid services.
- 13 11. Off-road locations.
- 14 12. Emergency department offload delays

15 C. CONTRACTOR is responsible for submitting response time exception requests to the
16 AGENCY'S Contract Compliance Manager within 20 business days of the end of the
17 month of occurrence. The AGENCY'S Contract Compliance Manager will review each
18 exception request and make an approval or denial decision. Should CONTRACTOR
19 desire to appeal the AGENCY'S Contract Compliance Manager's decision, a written
20 request must be submitted to the AGENCY'S Director within 10 business days after
21 the AGENCY'S Contract Manager's decision. All decisions by the AGENCY'S Director
22 will be considered final.

24 **5.17 Response Time Performance Reporting Procedures**

25 A. CONTRACTOR shall ensure that all times necessary to determine total ambulance
26 response time, including but not limited to time call received by CONTRACTOR'S
27 dispatch center, time ambulance crew assigned, time enroute to scene, arrival at
28 staging location time, arrival at scene time, total on-scene time, time enroute to
29 hospital, total time to transport to hospital, and arrival at hospital time are adequately
30 recorded by CONTRACTOR'S dispatch center CAD.

- 1 B. The AGENCY shall be provided access to CONTRACTOR’S CAD to extract response
- 2 time and other pertinent data for the services covered under this AGREEMENT.
- 3 C. Within 15 calendar days following the end of each month, CONTRACTOR shall report
- 4 to the AGENCY information as specified in Section 5.21, F. of this AGREEMENT.

5

6 **5.18 Penalty Provisions**

- 7 A. Isolated instances of individual response time deviations shall be treated as instances
- 8 of minor non-compliance under this AGREEMENT. However, severe, or chronic
- 9 deviations of response time compliance may constitute a default of this AGREEMENT
- 10 as defined below.
- 11 B. Contractor shall pay the AGENCY a penalty, as indicated in Table 2 below, each
- 12 month CONTRACTOR fails to comply with the response time requirements, based on
- 13 the percentage of compliance for all responses.

14

Table 2 – Response Time Compliance Penalties	
Compliance %	Penalty
<90% to ≥89%	\$2,500
<89% to ≥88%	\$5,000
<88%	\$7,500

- 15
- 16 C. Repetitive non-compliance is defined as three (3) consecutive months or five (5)
- 17 instances of non-compliance in any 12-month period to Code 3 responses in any
- 18 response zone. CONTRACTOR shall submit a plan of corrective action to the
- 19 AGENCY within 30 days of being notified of repetitive non-compliance. Failure to
- 20 correct repetitive non-compliance may be considered a material breach of the
- 21 AGREEMENT.
- 22 D. An “Outlier” response time is defined as an individual response time that is excessive,
- 23 such that it represents a potential threat to public health and safety. A penalty shall be
- 24 imposed for any incident in which the response time equals or exceeds the applicable

1 “Outlier Response Time” set forth in Table 3 below. The outlier response time penalty
 2 will be in addition to any other applicable response time penalties.
 3

Table 3 – Outlier Response Time Penalties			
Response Zone	Code 3 Outlier Response Time (MM:SS)	Code 2 Outlier Response Time (MM:SS)	Penalty
Chico City Limits	>17:30	>27:30	\$750
Gridley City Limits	>17:30	>27:30	\$750
Oroville City Limits	>17:30	>27:30	\$750
Paradise/Magalia	>25:00	>35:00	\$750
Butte Rural	>45:00	>60:00	\$750
Non-Transport ALS Resource Response/Utilization			
On incidents where a non-transport ALS resource (QRV, Field Supervisor, etc.) arrives ‘At Scene’ prior to the minimum applicable outlier response time, the ambulance response time may be extended a maximum of five minutes zero seconds (5:00) past the minimum applicable outlier response time prior to the assessment of outlier response time penalties.			

- 4
- 5 E. The AGENCY may impose additional financial penalties on CONTRACTOR for minor
 6 or major breaches of this AGREEMENT, as indicated below:
- 7 1. A penalty of \$5,000.00 per incident will be assessed when CONTRACTOR’S
 8 employees are found to willfully and knowingly encourage or allow the false
 9 reporting of any information/data used to measure response time compliance.
- 10 2. A penalty of \$5,000.00 per incident will be assessed if CONTRACTOR fails to
 11 respond to any request as indicated in the following sections of this AGREEMENT
 12 (failure to respond is defined as the CONTRACTOR not sending a properly staffed/
 13 equipped ambulance to an emergency request within 60 minutes of notification
 14 from an authorized requestor):
- 15 • Section 3.2 – Emergency requests within the EOA.

- 1 • Section 5.25 – Mutual Aid requests within the AGENCY’S jurisdiction when
- 2 CONTRACTOR has sufficient units to respond to such request.
- 3 • Section 5.25 – Public Safety Stand-By requests within the EOA.
- 4 3. A penalty of \$5,000.00 per incident will be assessed if CONTRACTOR refers an
- 5 emergency ambulance request to a BLS ambulance, except as previously
- 6 approved by the AGENCY or as permitted by AGENCY policy.
- 7 4. A penalty of \$500 per occurrence will be assessed when CONTRACTOR fails to
- 8 comply with the requirements contained in the AGENCY’S Emergency Medical
- 9 Services System Quality Improvement Program (EMSQIP) policy.
- 10 5. Failure to provide patient care record documents/data in compliance with this
- 11 AGREEMENT or applicable AGENCY policies:
- 12 • A penalty of \$50 will be assessed for every instance an Interim Patient Care
- 13 Report (PCR), at a minimum, is not left at the receiving facility prior to crew
- 14 departure, and/or for every completed PCR not provided/available to the
- 15 receiving facility within 24 hours of patient delivery.
- 16 • A penalty of \$100.00 will be assessed for each calendar day CONTRACTOR
- 17 is out of compliance with the EMS data reporting requirements contained in the
- 18 AGENCY’S EMS Documentation policy.
- 19 6. Failure to Provide Timely Reports:
- 20 • A penalty of \$100 per day will be assessed for any report received after the
- 21 required due date as required by this AGREEMENT or by AGENCY policies.
- 22 • A penalty of \$100 per day will be assessed for all other AGENCY
- 23 documentation requests received later than five (5) business days from the
- 24 date of request (unless a later date is agreed to by CONTRACTOR and the
- 25 AGENCY).
- 26

27 **5.19 Invoicing and Payment of Assessed Penalties**

- 28 A. The AGENCY shall invoice CONTRACTOR for any penalties pursuant to this
- 29 AGREEMENT within thirty (30) calendar days following the AGENCY’S receipt of
- 30 CONTRACTOR’S monthly performance reports (response time non-compliance
- 31 penalties) or AGENCY’S determination that the assessment of a penalty is warranted

1 (other applicable penalties). CONTRACTOR shall pay the AGENCY within thirty (30)
2 calendar days following receipt of such invoice.

3 B. The AGENCY and CONTRACTOR shall make a good faith effort to resolve any
4 disputes regarding invoiced penalty amounts within this 30-day period. If the parties
5 are unable to mutually resolve the dispute within the 30-day period, the invoice shall
6 be paid in full and subsequent invoices shall be adjusted to reflect the subsequent
7 resolution of the dispute.

8 C. Failure by the AGENCY to assess or impose any penalties at any point, for any
9 reason, does not impact the AGENCY'S right to do so in the future; however, the
10 AGENCY may not impose penalties retroactively greater than 90 days. Payment of
11 any penalty does not release CONTRACTOR from any other liability related to the
12 breach that resulted in such penalty imposition.

13
14 **5.20 Quality Management (QM) Program**

15 A. CONTRACTOR shall retain/employ a California licensed MD or DO Medical Director
16 to provide medical oversight of CONTRACTOR'S personnel, and liaison with
17 AGENCY representatives.

18 B. CONTRACTOR shall employ a qualified, full-time, California licensed paramedic or
19 RN Deputy Chief – Training/Quality (or similar title) to act as a liaison between
20 CONTRACTOR and AGENCY on QM related matters. CONTRACTOR'S Deputy
21 Chief – Training/Quality (or similar title) shall be locally employed, assigned within the
22 COUNTY, and readily available to CONTRACTOR'S field personnel.
23 CONTRACTOR'S Deputy Chief – Training/Quality (or similar title) shall be responsible
24 for implementing and managing CONTRACTOR'S quality management program,
25 assisting in the investigation of unusual occurrences, and regularly participating in
26 AGENCY'S local/regional EMS system meetings.

27 C. CONTRACTOR shall employ a Battalion Chief – Training (or similar title) and an EMS
28 Specialist – Quality (or similar title) to assist CONTRACTOR'S Deputy Chief –
29 Training/Quality (or similar title) in their required QM responsibilities.

30 D. CONTRACTOR shall develop, implement, and maintain an AGENCY approved
31 written Emergency Medical Services Quality Improvement Program (EMSQIP).

- 1 E. CONTRACTOR'S EMSQIP shall be designed to monitor, assess, and improve the
2 quality/appropriateness of patient care and safety. EMSQIP indicators shall be tracked
3 and trended to determine compliance with established thresholds, as well as reviewed
4 for potential issues.
- 5 F. CONTRACTOR'S EMSQIP shall have a process to review activities related to patient
6 care, including:
- 7 1. Customer and employee satisfaction.
 - 8 2. Communications.
 - 9 3. Equipment maintenance.
 - 10 4. Response times.
 - 11 5. Medical procedure success rates.
 - 12 6. Complete and accurate documentation of EMS care delivered.
- 13 G. CONTRACTOR'S EMSQIP shall have a written policy that outlines a process to
14 identify, document, and analyze sentinel/adverse events with specific goals to improve
15 patient safety and/or quality of patient care that includes follow-up on the results of
16 necessary actions/goals until loop closure is achieved. The process should encourage
17 CONTRACTOR'S personnel to report adverse events, without fear of punitive actions
18 for unintentional acts.
- 19 H. When CONTRACTOR'S EMSQIP identifies a need for improvement, CONTRACTOR
20 shall develop a performance improvement action plan/performance action plan, in
21 cooperation with CONTRACTOR'S Medical Director, the AGENCY'S Medical
22 Director, and other EMS system participants, when applicable.
- 23 I. CONTRACTOR'S EMSQIP shall be reviewed annually for appropriateness to
24 CONTRACTOR'S operations. A summary of this review, including how
25 CONTRACTOR'S EMSQIP addressed the program indicators, shall be provided to
26 the AGENCY.
- 27 J. CONTRACTOR'S clinical performance shall be consistent with AGENCY approved
28 medical standards, policies, and protocols. Patient transportation and disposition shall
29 be according to AGENCY policies/protocols. Service and care delivered shall be
30 evaluated by CONTRACTOR'S internal QM program, and as necessary through the
31 AGENCY'S QM program to improve and maintain effective clinical performance.

- 1 K. CONTRACTOR shall be responsible for continually assessing the knowledge of its
2 EMT, AEMT, and paramedic personnel in AGENCY policies, procedures, and
3 protocols.
- 4 L. CONTRACTOR shall be responsible for assessing the skills competency of its EMT,
5 AEMT, and paramedic personnel on a regular basis, as required by California EMS
6 regulations and AGENCY policies.
- 7 M. If CONTRACTOR'S or the AGENCY'S Medical Director determines that
8 CONTRACTOR'S EMT, AEMT, or paramedic personnel need additional training,
9 observation or testing, CONTRACTOR'S and/or AGENCY'S Medical Director may
10 create a specific and targeted program of remediation based upon the identified
11 need(s). If there is disagreement between the CONTRACTOR'S and AGENCY'S
12 Medical Director, the decision of the AGENCY'S Medical Director shall prevail.
13

14 **5.21 Data Management, Records, and Reports**

- 15 A. CONTRACTOR'S dispatch center's CAD system shall include security features
16 preventing unauthorized access or retrospective adjustment and full audit trail
17 documentation. AGENCY representatives will be provided access to all medical
18 dispatch data and audio recordings maintained by CONTRACTOR'S dispatch center's
19 CAD system for the services covered under this AGREEMENT.
- 20 B. CONTRACTOR shall maintain electronically time-stamped dispatch communications
21 records for all services covered under this AGREEMENT for a minimum of one (1)
22 year following the date of service.
- 23 C. CONTRACTOR shall implement and maintain a countywide ImageTrend electronic
24 patient care report (ePCR) software system and make this software system available
25 at no cost to first response agencies within the COUNTY (as requested).
- 26 D. CONTRACTOR shall comply with AGENCY policies/protocols relevant to the
27 initiation, completion, distribution/submission, and retention of ePCR records/data at
28 all times during the term of this AGREEMENT.
- 29 E. CONTRACTOR shall complete, maintain, and provide to the AGENCY, as requested,
30 additional records and documentation to demonstrate its performance compliance and
31 to aid the AGENCY in improving, modifying, and monitoring the EMS system.

1 F. CONTRACTOR shall provide, no later than the 15th calendar day of each month for
2 the preceding month, all response time compliance reports, quality assurance reports,
3 and other data required by the AGENCY in the format developed and/or approved by
4 the AGENCY.

5 G. CONTRACTOR shall maintain accurate books, documents, and records reflecting
6 services provided, invoices submitted, or billing records generated, as well as records
7 on all other information specifically required by other provisions of this AGREEMENT
8 and/or AGENCY policies. All such books, documents, records, and information shall
9 be prepared and maintained in accordance with generally accepted accounting
10 principles and shall be retained by CONTRACTOR.

11
12 **5.22 Vehicles**

13 A. CONTRACTOR shall acquire and maintain all vehicles necessary to perform its
14 services under this AGREEMENT. CONTRACTOR shall maintain the number of ALS
15 equipped and fully operating ambulances that represent at least 150% of the peak
16 staffing level (referred to herein as 'fleet size'). If a fraction is derived when multiplying
17 the peak number of units by 150%, the number will be rounded up to the next whole
18 integer.

19 B. CONTRACTOR'S ambulance vehicles shall meet the following requirements:

- 20 1. May be standard Type I, II, or III.
 - 21 2. Shall meet or exceed federal and state standards at the time of the vehicle's
22 original manufacture, except where such standards conflict, in which case state
23 standards shall prevail.
 - 24 3. All regular ambulances shall be equipped with powered gurneys and powered
25 gurney loading/securing systems. All specialty ambulances shall be equipped with
26 an appropriate gurney (bariatric gurney, etc.) and gurney loading/securing system.
 - 27 4. Shall have similar markings/decals/color schemes.
 - 28 5. Shall have high visibility rear striping.
 - 29 6. Shall display the "911" emergency telephone number and level of service.
 - 30 7. Shall be marked to identify the company name but shall not display any telephone
31 number other than "911" or any other advertisement.
-

1 8. Fleet size shall be limited to a maximum mileage of 300,000, with no more than
2 50% of the ambulance fleet having over 100,000 miles at the start of this
3 AGREEMENT.

4 C. CONTRACTOR shall maintain a 200% redundancy in ambulance vehicle fleet size
5 (one ambulance in reserve for every unit at peak deployment) and shall maintain a
6 minimum of two specialty ambulances, including a bariatric transport unit. Ambulances
7 that are maintained above the Fleet size shall be permitted to operate beyond the
8 300,000 mile limit as defined in section 5.22.B.8.

9 D. CONTRACTOR'S field supervisor quick response vehicles (QRV's) shall meet the
10 following requirements:

- 11 1. Shall have 4WD or AWD capabilities.
- 12 2. Shall be equipped/authorized as an emergency response vehicle pursuant to
13 applicable state statutes/regulations (emergency lights, sirens, etc.).
- 14 3. Shall have similar markings/decals/color schemes.
- 15 4. Shall have high visibility rear striping.
- 16 5. Shall display the "911" emergency telephone number and the words "Paramedic
17 Supervisor" (or similar wording approved by the AGENCY).
- 18 6. Shall be marked to identify the company name but shall not display any telephone
19 number other than "911" or any other advertisement.
- 20 7. First Out QRV's assigned to the designated on duty Field Supervisor's (ie Battalion
21 Chiefs) Shall be limited to a maximum mileage of 250,000. QRV's not designated
22 as First Out may operate beyond 250,000 miles.

23 E. CONTRACTOR shall maintain all ambulance and field supervisor vehicles used in the
24 performance of this AGREEMENT in excellent working conditions, according to
25 manufacture guidelines/requirements and EMS industry standards.

26 F. CONTRACTOR shall maintain records of preventative maintenance and repairs
27 performed on CONTRACTOR'S ambulance and field supervisor vehicles and shall
28 make such records available to the AGENCY upon request.

29 G. Any of CONTRACTOR'S ambulance or field supervisor vehicles with a deficiency that
30 compromises, or may compromise, its performance shall be immediately removed
31 from service.

- 1 H. The interior and exterior appearance of CONTRACTOR'S ambulance and field
2 supervisor vehicles shall be clean and operational. Vehicles that have defects, even
3 significant visible but only cosmetic damage, shall be removed from service for repair
4 without undue delay.
- 5 I. Within 18 months of the effective date of this AGREEMENT, CONTRACTOR shall
6 purchase a Utility Task Vehicles (UTV) equipped with QTAC EMS-RG UTV Skid to
7 augment its EMS system response within the COUNTY when difficult weather or
8 terrain prevents a responding ambulance from transporting the patient from the point
9 of injury/illness.
- 10 J. CONTRACTOR shall maintain, and provide to AGENCY, a complete listing of all
11 ambulances and field supervisor vehicles used in the performance of services under
12 this AGREEMENT.

14 **5.23 Equipment and Supplies**

- 15 A. CONTRACTOR shall acquire and maintain all durable and disposable medical
16 equipment and supplies necessary to perform its services under this AGREEMENT.
- 17 B. CONTRACTOR'S ambulances used to perform services under this AGREEMENT
18 shall maintain an equipment/supply inventory sufficient to meet federal, state, and
19 AGENCY requirements for its applicable level of service. In addition to these minimum
20 equipment/supply inventory requirements, CONTRACTOR'S ambulances shall also
21 be equipped with the following:
 - 22 1. STRYKER Stair-PRO stair chair device.
 - 23 2. Knox MedVault rapid access-controlled substances safe.
 - 24 3. Video laryngoscope equipment.
 - 25 4. Portable infusion pumps.
- 26 C. CONTRACTOR'S field supervisor quick response vehicles shall be equipped with all
27 equipment/supplies required in the AGENCY'S ALS provider inventory requirements
28 policy for ALS non-transport vehicles.
- 29 D. All CONTRACTOR equipment/supplies shall be maintained in clean, sanitary, and
30 safe mechanical conditions.

- 1 E. CONTRACTOR shall have controlled substance policies and procedures, consistent
2 with Drug Enforcement Administration (DEA) and California Code of Regulations, Title
3 22, Chapter 4 requirements governing the storage, inventory, accountability,
4 restocking, and disposal of expired medications and procurement of controlled drugs
5 and substances permitted by AGENCY to be carried and utilized in the provisions of
6 ALS by paramedics. Any incident of non-compliance with controlled substance
7 policies and procedures shall be reported to the AGENCY as soon as possible.
- 8 F. CONTRACTOR shall maintain all medical equipment used in the performance of this
9 AGREEMENT in excellent working conditions, according to manufacture guidelines/
10 requirements and EMS industry standards.
- 11 G. CONTRACTOR shall maintain a record of preventative maintenance, repairs, and
12 strategic replacement of medical equipment, as appropriate and required by AGENCY
13 policies, and shall make such records available to AGENCY upon request.

14
15 **5.24 Multi-Casualty Incident (MCI)/Disaster Response**

- 16 A. CONTRACTOR shall cooperate with AGENCY in rendering emergency assistance in
17 response to an MCI, or during a declared or undeclared disaster as identified in
18 AGENCY MCI/disaster plans/policies.
- 19 B. At the scene of an MCI/disaster, CONTRACTOR'S personnel shall follow applicable
20 AGENCY MCI/disaster plans/policies, and function within the Incident Command
21 System.
- 22 C. In the event of a declared disaster within the COUNTY, CONTRACTOR shall assign
23 appropriate staff to the COUNTY Emergency Operations Center (EOC), as requested.
- 24 D. CONTRACTOR shall have a plan for recall of off-duty personnel when necessary.
- 25 E. CONTRACTOR shall have a plan/mechanism in place to communicate current field
26 information to appropriate AGENCY and/or COUNTY representatives during MCIs,
27 disaster responses, hazardous materials incidents, and other unusual occurrences.
- 28 F. As is reasonable, CONTRACTOR shall provide personnel, vehicles, equipment, and
29 supplies in response to a request for deployment of an ambulance strike team (AST).
- 30 G. In the event of a declared or undeclared disaster within the COUNTY, or if the
31 AGENCY directs CONTRACTOR to respond to an MCI/disaster in a neighboring

1 jurisdiction, normal operations shall be suspended, and CONTRACTOR shall respond
2 in accordance with applicable AGENCY plans/policies. CONTRACTOR shall use its
3 best efforts to maintain primary emergency ambulance services and may suspend
4 non-emergency services as necessary.

5 H. During a declared or undeclared disaster within the COUNTY, AGENCY will
6 determine, on a case-by-case basis, if CONTRACTOR may be temporarily exempt
7 from response time criteria.

8 I. When CONTRACTOR is notified that disaster assistance is no longer required,
9 CONTRACTOR shall return all its resources to its primary areas of responsibility and
10 shall resume all operations as required under this AGREEMENT.

11 J. As is reasonable, CONTRACTOR shall participate in MCI/disaster training/exercises
12 that take place within or otherwise affect the COUNTY.

13
14 **5.25 Mutual-Aid and Public Safety Standby Services**

15 A. During any period that CONTRACTOR has insufficient ambulances available,
16 CONTRACTOR shall make reasonable efforts to obtain mutual aid and/or standby
17 services from other AGENCY authorized ground ambulance service providers.

18 B. As is reasonable, CONTRACTOR agrees to provide automatic aid and/or mutual aid
19 ground ambulance services to other areas of the AGENCY'S jurisdictional region,
20 when requested by the AGENCY or an authorized requestor.

21 C. CONTRACTOR shall provide, at no charge to the AGENCY or the requesting party,
22 stand-by services at the scene of an emergency incident within the COUNTY, upon
23 request of a public safety agency. A CONTRACTOR'S unit placed on such stand-by
24 shall be dedicated to the incident. Stand-by periods exceeding eight (8) hours shall be
25 approved by the AGENCY.

26
27 **5.26 Relationships and Accountability**

28 A. CONTRACTOR shall actively participate in local and regional EMS activities,
29 committee meetings, and work groups and shall assist in the development of EMS
30 system changes.

- 1 B. CONTRACTOR shall exercise its best, good faith efforts to maintain positive working
2 relationships with other EMS system participants in the COUNTY.
- 3 C. CONTRACTOR shall ensure that its personnel work professionally and collaboratively
4 with first responders in the transition of patient care at the scene of an EMS incident.
- 5 D. CONTRACTOR shall designate a single individual as its contact person for first
6 response agencies and other EMS system participants in the COUNTY.
- 7 E. CONTRACTOR shall designate a single individual as its contact person for AGENCY
8 to address day-to-day issues and CONTRACTOR'S performance under this
9 AGREEMENT.
- 10 F. CONTRACTOR shall restock BLS supplies, if such supplies are normally carried on
11 CONTRACTOR'S ambulances, on a one-for-one basis, based on actual patient
12 utilization on calls by first response agencies in the COUNTY.
- 13 G. CONTRACTOR shall collaborate with first responder agencies in the COUNTY in
14 developing monthly run reviews and training topics offered at rotating locations
15 throughout the COUNTY, at no cost to such first responder agencies.
- 16 H. CONTRACTOR shall make a good faith effort to participate in regular training
17 programs with EMS system participants within the COUNTY.
- 18 I. CONTRACTOR shall provide field ride-along and internship training opportunities for
19 EMT, AEMT, and paramedic students from AGENCY approved training programs.
20

21 **5.27 Health Improvement and Community Education**

- 22 A. CONTRACTOR shall work collaboratively with the AGENCY, the COUNTY, and other
23 EMS system participants to provide necessary/appropriate health improvement and
24 community education programs, including but not limited to the following:
- 25 1. CONTRACTOR Ambulance Membership Program.
 - 26 2. Every 15 Minutes Program.
 - 27 3. Lay person Narcan Distribution Program.
 - 28 4. Community outreach with local schools throughout the COUNTY, including but not
29 limited to the following:
 - 30 • ALS standby units for high school football games, at no cost to the schools.

- 1 • Training with coaches and athletic trainers on the dangers of traumatic brain
- 2 injuries, including concussions, and common orthopedic injuries.
- 3 • Up-to-date education for employees on athletic injuries and the special care
- 4 that these types of patients require.
- 5 5. Community outreach with local elementary schools related to EMS and other
- 6 appropriate public safety topics, ambulance demonstrations, and first-aid training.
- 7 6. Career fairs.
- 8 7. Health fairs, blood pressure clinics, and other similar public events.
- 9 B. CONTRACTOR shall proactively assist in the placement and monitoring of Automatic
- 10 External Defibrillators (AEDs) throughout the COUNTY, including exploring ways to
- 11 register AED locations with applicable COUNTY authorized/recognized PSAPs.
- 12

13 **5.28 Customer Service Inquiries/Complaints and Unusual Occurrences**

- 14 A. CONTRACTOR shall establish and maintain a customer service telephone hotline and
- 15 website for internal and external customers and EMS system participants to ask
- 16 questions, provide feedback, and voice concerns.
- 17 B. CONTRACTOR shall conduct routine surveys of patients and customers to evaluate
- 18 the effectiveness of CONTRACTOR'S services provided under this AGREEMENT.
- 19 C. CONTRACTOR shall log all service inquiries and complaints and shall provide prompt
- 20 response and follow-up pursuant to CONTRACTOR'S Patient Service Excellence
- 21 Program. Such responses shall be subject to limitations imposed by patient and
- 22 employer confidentiality restrictions. Adequate details of service inquiries/complaints,
- 23 including CONTRACTOR'S findings/resolutions, shall be provided to AGENCY upon
- 24 request.
- 25 D. CONTRACTOR shall comply with the AGENCY'S EMS Incident Reporting &
- 26 Investigation policies and any other similarly applicable California EMS statutes/
- 27 regulations, as may be updated/revised from time to time.
- 28 E. CONTRACTOR shall complete and submit required reports/notification forms to the
- 29 AGENCY in relation to any of the following occurrences:
- 30 1. Equipment failure.
- 31 2. Critical vehicle failure.

- 1 3. Vehicle accidents involving CONTRACTOR’S vehicles.
- 2 4. Other unusual occurrences as may be requested/required by the AGENCY.

3

4 **SECTION 6: ADMINISTRATIVE PROVISIONS**

5

6 **6.1 CONTRACTOR Payments for Procurement Costs, Compliance Monitoring,**
7 **Contract Management, Regulatory Oversight, and Medical Control**

- 8 A. CONTRACTOR shall pay the AGENCY a one-time payment of fifty thousand dollars
9 (\$50,000.00), upon execution of this AGREEMENT, for AGENCY’S expenses related
10 to conducting the competitive procurement and EOA contracting process.
- 11 B. CONTRACTOR shall pay the AGENCY fifty thousand dollars (\$50,000.00) annually,
12 with the first payment due three (3) months after the commencement of this
13 AGREEMENT, for the AGENCY’S expenses related to monitoring/managing this
14 AGREEMENT, providing EMS system regulatory oversight, and for the provision of
15 EMS system medical direction.

16

17 **6.2 COUNTY Compensation to CONTRACTOR**

- 18 C. County Service Area 37 (included for reference as Exhibit C of this AGREEMENT,
19 and hereinafter referred to as ‘CSA 37’) includes approximately 5,800 parcels in the
20 southwest portion of the COUNTY (including the cities of Gridley and Biggs and the
21 community of Richvale), and provides financing to augment the provision of
22 ambulance services within the CSA 37 geographic boundaries.
- 23 D. CSA 37 revenue will be utilized to compensate CONTRACTOR \$100,000 annually for
24 a portion of CONTRACTOR’S costs related to the provision of ground ambulance
25 services within the geographic boundaries of CSA 37. CONTRACTOR shall invoice
26 the AGENCY \$50,000 on a bi-annual basis (for the periods of January 1 – June 30
27 and July 1 – December 31 of the applicable year), within 30 calendar days of the
28 conclusion of the applicable period. These invoices will be paid to the CONTRACTOR
29 by the AGENCY and subsequently reimbursed by the COUNTY to the AGENCY.

1 **6.3 No Additional Cost to COUNTY or AGENCY**

2 The provision of services to be performed by CONTRACTOR under this AGREEMENT
3 shall be completed without compensation from the COUNTY or the AGENCY, except for
4 the CSA 37 compensation described in Section 6.2 of this AGREEMENT.

5
6 **6.4 CONTRACTOR Revenue Recovery**

- 7 A. CONTRACTOR shall receive income from patient charges.
- 8 B. CONTRACTOR shall comply with the initial rates contained in Exhibit D of this
9 AGREEMENT, and any subsequent rate changes approved by the AGENCY.
- 10 C. The AGENCY will approve annual increases to patient charges based on changes to
11 the San Francisco-Oakland-Hayward, CA Consumer Price Index for All Urban
12 Consumers (CPI-U). The annual rate increases will be three (3) percent, or the CPI-U
13 increase for the applicable year (whichever is greater). All changes in patient charges
14 must be approved by the AGENCY.
- 15 D. In the event changed circumstances substantially impact CONTRACTOR’S costs of
16 providing services pursuant to this AGREEMENT, or there are substantial reductions
17 in revenue caused by factors beyond CONTRACTOR’S control, CONTRACTOR may
18 request increases or decreases in charges to patients to mitigate the financial impact
19 of such changed circumstances. If CONTRACTOR believes an adjustment is
20 warranted, CONTRACTOR may submit a request to the AGENCY for a rate
21 adjustment to be effective on or after the first anniversary of the AGREEMENT.
22 Requests must be submitted at least sixty (60) days prior to the requested effective
23 date. The AGENCY shall have sole authority to approve or disapprove the request.

24
25 **6.5 Billing/Collection Services**

- 26 A. CONTRACTOR shall conduct its billing and collection functions in a professional and
27 courteous manner.
- 28 B. CONTRACTOR shall operate a billing and accounts receivable system that is well
29 documented, easy to audit, and which minimizes the effort required of patients to
30 recover from third party sources for which they may be eligible. CONTRACTOR’S
31 billing system shall, at a minimum:

- 1 1. Electronically generate and submit Medicare and Medi-Cal claims.
- 2 2. Itemize all procedures and supplies employed on patient bills.
- 3 3. Be capable of responding to patient and third-party payer inquiries regarding
- 4 submission of insurance claims, dates, and types of payments made, itemized
- 5 charges, and other inquiries.
- 6 C. CONTRACTOR shall establish and maintain a customer service telephone hotline and
- 7 website, as described in Section 5.28 of this AGREEMENT.
- 8 D. CONTRACTOR shall designate a local representative to handle service and billing
- 9 inquiries/complaints.
- 10 E. CONTRACTOR shall include billing inquiry contact information on all billing
- 11 statements.

12

13 **6.6 Federal Healthcare Program Compliance Provisions**

14 CONTRACTOR shall comply with all applicable federal laws, rules, and regulations for

15 the operation of its enterprise, ambulance services, and those associated with

16 employees. This includes compliance with all laws and regulations relating to the

17 provision of services to be reimbursed by Medicare, Medicaid, and other government

18 funded programs.

19

20 **6.7 Medicare and Medicaid Compliance Program Requirements**

21 CONTRACTOR shall implement a comprehensive compliance program for all activities,

22 particularly those related to documentation, claims processing, billing, and collection

23 processes. CONTRACTOR'S compliance program shall substantially comply with the

24 current guidelines and recommendations outlined in the Office of Inspector General (OIG)

25 Compliance Program Guidance for Ambulance Suppliers as published in the Federal

26 Register on March 24, 2003 (03 FR 14255).

27

28 **6.8 HIPPA Compliance Program Requirements**

29 CONTRACTOR shall develop/maintain policies/procedures to comply with the provisions

30 of the Health Insurance Portability and Accountability Act (HIPPA) of 1996 and the current

31 rules and regulations enacted by the US Department of Health and Human Services. Any

1 violations of HIPAA rules and regulations shall be reported to the AGENCY as soon as
2 possible, along with CONTRACTOR'S actions to mitigate the effect of such violations.

3
4 **6.9 State & Local Compliance Provisions**

5 A. CONTRACTOR shall comply with all applicable state and local laws, rules, and
6 regulations for businesses, ambulance services, and those associated with
7 employees.

8 B. CONTRACTOR shall comply with AGENCY policies, procedures, and protocols, as
9 may be updated/revise from time to time.

10
11 **6.10 Audits & Inspections**

12 A. CONTRACTOR shall maintain separate financial records for services provided under
13 this AGREEMENT, in accordance with generally accepted accounting principles. With
14 reasonable notification and during normal business hours, the AGENCY shall have
15 the right to review CONTRACTOR'S business records including CONTRACTOR'S
16 financial records pertaining to this AGREEMENT. Records shall be made available to
17 the AGENCY at CONTRACTOR'S Butte County office or at any other mutually
18 agreeable location. The AGENCY may audit, copy, make transcripts, or otherwise
19 reproduce such records, including but not limited to contracts, payroll, inventory,
20 personnel and other records, daily logs, and employment agreements.

21 B. On an annual basis, and subject to (C) below, CONTRACTOR shall provide the
22 AGENCY with audited financial statements by certified public accountants for
23 CONTRACTOR'S ambulance operations pursuant to this AGREEMENT and/or
24 separate business records of financial accounting of any other businesses that share
25 overhead with CONTRACTOR'S ambulance service operation. CONTRACTOR may
26 be required to provide the AGENCY with periodic reports in the format specified by
27 the AGENCY to demonstrate billing compliance with relevant rules and regulations
28 and adherence with approved rates.

29 C. The parties expressly understand and agree that for purposes of this section 6.10,
30 BCEMS does not separately obtain audited financials and that audited financials of
31 BCEMS member Enloe Medical Center will suffice for these purposes, along with

1 compiled financials of BCEMS member First Responder EMS, Inc. (for so long as
2 FREMS furnishes operations for BCEMS hereunder). The parties further understand
3 and agree that the audited/complied financials of the members as set forth herein may
4 cover a time period that is not coterminous with the annual time period of this
5 AGREEMENT.

6
7 **6.11 Insurance Provisions**

8 CONTRACTOR shall obtain/maintain in full force and effect throughout the term of this
9 AGREEMENT, and thereafter as to matters occurring during the term of the
10 AGREEMENT, the required insurance coverage listed in Exhibit E of this AGREEMENT.

11
12 **6.12 Hold Harmless/Defense/Indemnification/Contributions**

13 A. CONTRACTOR hereby agrees to protect, defend, indemnify, and hold the AGENCY
14 and the COUNTY free and harmless from any and all losses, claims, liens, demands,
15 and causes of action of every kind and character including, but not limited to, the
16 amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses
17 incurred by the AGENCY and the COUNTY arising in favor of any party, including claims,
18 liens, debts, personal injuries, death, or damages to property (including employees or
19 property of the AGENCY and the COUNTY) and without limitation by enumeration, all
20 other claims or demands of every character occurring or in any way incident to, in
21 connection with or arising directly or indirectly out of this AGREEMENT.

22 B. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and
23 defend any such claims, demand, or suit at CONTRACTOR'S sole expense.
24 CONTRACTOR also agrees to bear all other costs and expenses related thereto, even
25 if the claim or claims alleged are groundless, false, or fraudulent. This provision is not
26 intended to create any cause of action in favor of any third party against CONTRACTOR
27 or the AGENCY and the COUNTY or to enlarge in any way the CONTRACTOR'S liability
28 but is intended solely to provide for indemnification of the AGENCY and the COUNTY
29 from liability for damages or injuries to third persons or property arising from
30 CONTRACTOR'S performance under this AGREEMENT.

1 C. CONTRACTOR accepts responsibility for determining and approving the character
2 and fitness of its employees (including volunteers, agents, or representatives) to
3 provide the services required of CONTRACTOR under this AGREEMENT, including
4 completion of a satisfactory criminal/background check and period rechecks to the
5 extent permitted by law. Notwithstanding anything to the contrary in this section,
6 CONTRACTOR shall hold the AGENCY, the COUNTY, and their officers, agents, and
7 employees harmless from any liability for injuries or damages resulting from a breach
8 of this provision or CONTRACTOR'S actions in this regard.

9
10 **6.13 Performance Security Bond**

- 11 A. Prior to the service start date of this AGREEMENT, CONTRACTOR shall furnish a
12 performance bond payable to the AGENCY, issued by a licensed surety, in the amount
13 of one million dollars (\$1,000,000) in one of the following forms:
- 14 1. A faithful performance bond issued by a bonding company, appropriately licensed
15 and acceptable to the AGENCY; or
 - 16 2. An irrevocable letter of credit issued pursuant to this provision, from a bank or other
17 financial institution acceptable to the AGENCY.
- 18 B. The Performance Bond, as specified herein, shall remain in effect at all times during
19 the term of this AGREEMENT.

20
21 **6.14 Assurance of Performance**

- 22 A. If at any time, the AGENCY believes CONTRACTOR may not be adequately
23 performing its obligations under this AGREEMENT or that CONTRACTOR is not
24 performing the services required by this AGREEMENT, the AGENCY may request
25 from CONTRACTOR prompt written assurances of performance and a written plan
26 acceptable to the AGENCY, to correct the deficiencies in CONTRACTOR'S
27 performance.
- 28 B. CONTRACTOR shall provide written assurances and a written plan to the AGENCY
29 within ten (10) calendar days of its receipt of the AGENCY'S request and shall
30 thereafter diligently commence and fully perform such written plan.

1 C. CONTRACTOR'S failure to provide such written assurances and written plan within
2 the required time shall be deemed a material breach of this AGREEMENT.
3

4 **6.15 Default and Provisions for Termination of the Agreement**

5 A. The AGENCY shall have the right to terminate this AGREEMENT or to pursue any
6 appropriate legal remedy in the event CONTRACTOR materially breaches this
7 AGREEMENT and fails to correct such default within ten (10) calendar days following
8 the service of a written notice by the AGENCY specifying the default(s) complained of
9 and the date of intended termination of rights absent cure.

10 B. Conditions/circumstances that constitute a material breach by CONTRACTOR shall
11 include but not be limited to any of the following:

- 12 1. Willful falsification of data supplied to the AGENCY by CONTRACTOR related to
13 the services covered under this AGREEMENT, including by way of example but
14 not by way of exclusion, dispatch data, patient report data, response time data,
15 financial data, or falsification of any other data required under this AGREEMENT.
- 16 2. Failure of CONTRACTOR to operate its ambulance services in a manner which
17 enables the AGENCY or CONTRACTOR to remain in substantial compliance with
18 the requirements of applicable federal, state, and county laws, rules, or
19 regulations. Minor infractions of such requirements shall not constitute a material
20 breach, but such willful and repeated infractions shall constitute a material breach.
- 21 3. Chronic and persistent failure by CONTRACTOR to maintain vehicles or
22 equipment in accordance with good maintenance practices and applicable
23 AGENCY policies.
- 24 4. Deliberate, excessive, or unauthorized scaling down of operations to the detriment
25 of performance by CONTRACTOR during a "Lame Duck" period described in
26 Section 6.22 of this AGREEMENT.
- 27 5. Deliberately increasing the cost of providing services, failing to maintain positive
28 labor relations, or undertaking any activity designed to make it more difficult for a
29 transition to a new contractor or for a new contractor's operation in the event of a
30 default or failure of CONTRACTOR to prevail during a subsequent competitive
31 procurement cycle.

- 1 6. Willful attempts by CONTRACTOR to intimidate or otherwise punish employees
- 2 who desire to sign contingent employment contracts with competing proposers
- 3 during a subsequent competitive procurement cycle.
- 4 7. Willful attempts by CONTRACTOR to intimidate or punish employees who
- 5 participate in legally protected concerted activities, or who form or join any
- 6 professional associations.
- 7 8. Chronic and persistent failure of CONTRACTOR'S employees to conduct
- 8 themselves in a professional and courteous manner, or to present a professional
- 9 appearance.
- 10 9. Failure of CONTRACTOR to comply with rate setting, billing, or collection
- 11 procedures pursuant to this AGREEMENT.
- 12 10. Failure of CONTRACTOR to adequately correct repetitive non-compliance with
- 13 response time requirements pursuant to this agreement, after receiving notice of
- 14 non-compliance from the AGENCY.
- 15 11. Failure of CONTRACTOR to cooperate and assist the AGENCY in the
- 16 investigation or correction of any minor breach conditions.
- 17 12. Failure of CONTRACTOR to comply with the required payment of penalties as
- 18 specified in this AGREEMENT.
- 19 13. Failure of CONTRACTOR to maintain in force throughout the terms of this
- 20 AGREEMENT, including any extensions thereof, the insurance coverage required
- 21 herein.
- 22 14. Failure of CONTRACTOR to maintain in force throughout the term of this
- 23 AGREEMENT, including any extensions thereof, the performance security
- 24 requirements as specified herein.
- 25 15. Any other willful acts or omissions of CONTRACTOR that endanger public health
- 26 and safety.

27

28 **6.16 Emergency Takeover**

- 29 A. If the AGENCY determines that a material breach, actual or threatened, has or will
- 30 occur or that a labor dispute has prevented performance, and if the nature of the
- 31 breach is such that public health and safety are endangered, and after

1 CONTRACTOR has been given notice and reasonable opportunity to correct such
2 deficiency, the matter shall be presented to the AGENCY'S JPA Governing Board of
3 Directors (hereinafter referred to as 'BOARD').

4 B. If the BOARD concurs that a material breach has occurred, or may occur, and that
5 public health and safety would be endangered by allowing CONTRACTOR to continue
6 its operations, CONTRACTOR shall cooperate fully with the AGENCY to affect an
7 immediate takeover by the AGENCY of CONTRACTOR'S vehicles (ambulances and
8 support vehicles), equipment/supplies and facilities (crew stations) used in the
9 performance of this AGREEMENT. Such a takeover shall be effective within not more
10 than 72 hours after a BOARD decision to execute the emergency takeover.

11 C. In the event of an emergency takeover, CONTRACTOR shall deliver to the AGENCY
12 all vehicles, equipment/supplies and facilities used in the performance of this
13 AGREEMENT. All vehicles shall be equipped with the equipment/supplies necessary
14 for operation in accordance with AGENCY policies. CONTRACTOR shall deliver
15 vehicles, equipment/supplies, and facilities to the AGENCY in mitigation of any
16 damages resulting from CONTRACTOR'S breach.

17 D. During the AGENCY'S takeover of vehicles, equipment/supplies and facilities, the
18 AGENCY and CONTRACTOR shall be considered lessee and lessor, respectively.
19 Monthly rent payable to CONTRACTOR shall be equal to the aggregate monthly
20 amount of CONTRACTOR'S debt service on vehicles, equipment/supplies, and
21 facilities, as documented by CONTRACTOR and verified by the COUNTY Auditor
22 (provided the cost of CONTRACTOR'S debt service does not exceed the fair market
23 value of the rent for the applicable vehicles, equipment/supplies, and facilities). The
24 COUNTY Auditor shall cause the disbursement of these payments directly to
25 CONTRACTOR'S obligee. In the event a vehicle is unencumbered, or a facility is not
26 being rented, the AGENCY shall pay CONTRACTOR fair market rental based upon
27 an independent valuation.

28 E. Nothing herein shall preclude the AGENCY from seeking to recover from
29 CONTRACTOR such rental and debt service payments as elements of damage from
30 a breach of this AGREEMENT. However, CONTRACTOR shall not be precluded from

1 disputing the BOARD'S findings or the nature and amount of the AGENCY'S
2 damages, if any, through litigation.

3 F. Failure on the part of CONTRACTOR to cooperate fully with the AGENCY to affect a
4 safe/smooth takeover of operations shall itself constitute a breach of this
5 AGREEMENT, even if it is later determined that the original declaration of breach by
6 the BOARD was made in error.

7 G. The AGENCY shall have the right to authorize the use of CONTRACTOR'S vehicles,
8 equipment/supplies, and facilities by a substitute contractor. Should the AGENCY
9 require a substitute contractor to obtain insurance on said vehicles, equipment/
10 supplies, and facilities, or should the AGENCY choose to obtain insurance on said
11 vehicles, equipment/supplies and facilities, CONTRACTOR shall be "Named
12 Additional Insured" on the policy, along with the appropriate endorsements and
13 cancellation notice.

14 H. The AGENCY agrees to return CONTRACTOR'S vehicles, equipment, unused
15 supplies, and facilities to CONTRACTOR in good working order, normal wear and tear
16 excepted, at the end of the takeover period. For any of CONTRACTOR'S vehicles/
17 equipment, or unused supplies not returned, the AGENCY shall pay CONTRACTOR
18 fair market value at the time of takeover, less normal wear, and tear, or shall pay
19 CONTRACTOR reasonable costs of repair, or shall repair and return said vehicles
20 and equipment/supplies.

21 I. The AGENCY may unilaterally terminate a takeover period at any time and return
22 vehicles, equipment/supplies, and facilities to CONTRACTOR. The takeover period
23 shall last no longer than the AGENCY deems necessary to stabilize the EMS system
24 and to protect the public health and safety by whatever means the AGENCY chooses.

25 J. All of CONTRACTOR'S vehicles and related equipment necessary for the provision
26 of services under this AGREEMENT are hereby leased to the AGENCY during an
27 emergency takeover period. CONTRACTOR shall maintain and provide to the
28 AGENCY a listing of all vehicles used in the performance of this AGREEMENT,
29 including reserve vehicles, their license numbers and name and address of lien holder,
30 if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles
31 used to provide services hereunder shall be reported to the AGENCY within 30 days

1 of said change, sale, transfer, or purchase. CONTRACTOR shall inform and provide
2 a copy of takeover provisions contained herein to lien holder(s) within five (5) calendar
3 days of an emergency takeover.
4

5 **6.17 Provisions for Curing Material Breach and Emergency Takeover**

- 6 A. In the event the BOARD determines that there has been a material breach by
7 CONTRACTOR, which breach represents an immediate threat to public health and
8 safety, such determination shall constitute a material breach and/or default of the
9 AGREEMENT.
- 10 B. In the event of a material breach, the AGENCY shall give CONTRACTOR written
11 notice, return receipt requested, setting forth with reasonable specificity the nature of
12 the material breach. CONTRACTOR shall have the right to cure such material breach
13 within ten (10) calendar days of receipt of such notice and which notice should include
14 the reason why such material breach endangers the public's health and safety.
- 15 C. Within 24 hours of receipt of such notice, CONTRACTOR shall deliver to the
16 AGENCY, in writing, a plan of action to cure such material breach. If CONTRACTOR
17 fails to cure such material breach within the period allowed for cure (with such failure
18 to be determined in the sole and absolute discretion of the AGENCY), or
19 CONTRACTOR fails to timely deliver the cure plan to the AGENCY, The AGENCY
20 may request the BOARD execute an emergency takeover of CONTRACTOR'S
21 operations. CONTRACTOR shall cooperate completely and immediately with the
22 AGENCY to affect a prompt and orderly transfer of all responsibilities to the AGENCY.
- 23 D. CONTRACTOR shall not be prohibited from disputing any such finding of default
24 through litigation, provided, however, that such litigation shall not have the effect of
25 delaying, in any way, the immediate takeover of operations by the AGENCY. These
26 provisions shall be specifically stipulated and agreed to by both parties as being
27 reasonable and necessary for the protection of public health and safety, and any legal
28 dispute concerning the finding that a default has occurred, shall be initiated, and shall
29 take place only after the emergency takeover has been completed.
- 30 E. CONTRACTOR'S cooperation with and full support of such emergency takeover shall
31 not be construed as acceptance by CONTRACTOR of the findings and default and

1 shall not in any way jeopardize CONTRACTOR’S right of recovery should a court later
2 find that the declaration of default was made in error. However, failure on the part of
3 CONTRACTOR to cooperate fully with the AGENCY to affect a smooth and safe take-
4 over of operations, shall itself constitute a breach of this AGREEMENT, even if it was
5 later determined that the original declaration of default by the AGENCY was made in
6 error.

7 F. For any default by CONTRACTOR which does not endanger public health and safety,
8 and which cannot otherwise be resolved, early termination provisions which may be
9 agreed to by the parties will supersede these specifications.

10
11 **6.18 Continuous Service Delivery**

12 CONTRACTOR expressly agrees that, in the event of a default by CONTRACTOR under
13 this AGREEMENT, CONTRACTOR shall work with the AGENCY to ensure continuous
14 and uninterrupted delivery of services, regardless of the nature or causes underlying such
15 breach. CONTRACTOR shall be obligated to use every effort to assist the AGENCY to
16 ensure uninterrupted and continuous service delivery in the event of a default, even if
17 CONTRACTOR disagrees with the determination of default.

18
19 **6.19 AGENCY Remedies**

20 If conditions or circumstances constituting a default as set forth in Section 6.16 of this
21 AGREEMENT exist, the AGENCY shall have all rights and remedies available by law or
22 in equity under this AGREEMENT, specifically including the right to terminate this
23 AGREEMENT and/or the right to pursue CONTRACTOR for damages, and the right of
24 emergency takeover as set forth in Section 6.16 of this AGREEMENT. All AGENCY
25 remedies shall be non-cumulative and shall be in addition to any other remedy available
26 to the AGENCY.

27
28 **6.20 Transition Planning**

29 A. CONTRACTOR acknowledges that the AGENCY intends to conduct a competitive
30 procurement process for the provision of ground ambulance service within the
31 AGENCY’S established EOA prior to the termination of this AGREEMENT.

1 CONTRACTOR acknowledges and agrees that the AGENCY may select a different
2 ambulance service provider to provide exclusive ambulance services following such
3 competitive procurement process.

4 B. CONTRACTOR acknowledges and agrees that supervisory personnel, EMT's,
5 paramedics, and dispatch personnel have a reasonable expectation of long-term
6 employment in the system, even though contractors may change. Accordingly,
7 CONTRACTOR shall not penalize or bring personal hardship to bear upon any of its
8 employees who apply for work on a contingent basis with competing proposers and
9 shall allow without penalty its employees to sign contingent employment agreements
10 with competing proposers at employees' discretion. CONTRACTOR may prohibit its
11 employees from assisting competing proposers in preparing proposals by revealing
12 CONTRACTOR'S trade secrets or other information about CONTRACTOR'S
13 business practices or operations.

14
15 **6.21 "Lame-Duck" Provisions**

16 Should this AGREEMENT not be renewed, extended or if notice of early termination is
17 given by CONTRACTOR, CONTRACTOR agrees to continue to provide all services in
18 and under this AGREEMENT until the AGENCY or a new entity assumes service
19 responsibilities. Under these circumstances CONTRACTOR will, for a period of several
20 months, serve as a "Lame-Duck" CONTRACTOR. To ensure continued performance fully
21 consistent with the requirements herein through any such period, the following provisions
22 shall apply:

23 A. CONTRACTOR shall continue all operations and support services at the same level
24 of effort and performance as were in effect prior to the award of the subsequent
25 AGREEMENT to another organization, including but not limited to compliance with
26 provisions hereof related to qualifications of key personnel.

27 B. CONTRACTOR shall make no changes in methods of operation or employee
28 compensation that could reasonably be considered to be aimed at cutting
29 CONTRACTOR'S service and operating costs to maximize or effect a gain during the
30 final stages of the AGREEMENT or placing an undue burden on the subsequent
31 contractor.

- 1 C. The AGENCY recognizes that if another organization is selected to provide service,
2 CONTRACTOR may reasonably begin to prepare for transition of service to the new
3 entity. The AGENCY shall not unreasonably withhold its approval of CONTRACTOR'S
4 request to begin an orderly transition process, including reasonable plans to relocate
5 staff, scale down certain inventory items, etc., if such transition activity does not impair
6 CONTRACTOR'S performance during this period.
- 7 D. Should the AGENCY select another organization as a service provider in the future,
8 CONTRACTOR personnel shall have reasonable opportunities to discuss issues
9 related to employment with such organizations.

10
11 **SECTION 7: GENERAL PROVISIONS**

12
13 **7.1 Permits and Licenses**

- 14 A. CONTRACTOR shall be responsible for and shall hold all required federal, state,
15 and/or local permits or licenses required to perform its obligations under this
16 AGREEMENT.
- 17 B. CONTRACTOR shall make all necessary payments for licenses and permits for the
18 services and for issuance of state permits for all ambulance vehicles used.
- 19 C. It shall be entirely the responsibility of CONTRACTOR to schedule and coordinate all
20 such applications and application renewals as necessary to ensure that
21 CONTRACTOR is in complete compliance with federal, state, and local requirements
22 for permits and licenses as necessary to provide the services under this
23 AGREEMENT.
- 24 D. CONTRACTOR shall be responsible for ensuring that its employees' state and local
25 licenses/certifications necessary to provide services under this agreement, as
26 applicable, are valid and current at all times.

27
28 **7.2 Conformity with Law and Safety**

- 29 A. In performing services under this AGREEMENT, CONTRACTOR shall, at all times,
30 observe and comply with all applicable laws, ordinances, codes, and regulations of
31 governmental agencies, including federal, state, municipal, and local governing

1 bodies, having jurisdiction over the services, including, but not limited to, all applicable
2 provisions of the California Occupational Safety and Health Act. It shall be
3 CONTRACTOR'S sole responsibility to be fully familiar with all such applicable laws,
4 ordinances, and regulations.

5 B. CONTRACTOR shall indemnify and hold the AGENCY and the COUNTY harmless
6 from all liability, fines, penalties, and consequences from any failure by
7 CONTRACTOR to comply with such laws, ordinances, codes, and regulations.

8 C. If a death, serious personal injury, or substantial property damage occurs in
9 connection with CONTRACTOR'S performance of services under this AGREEMENT,
10 CONTRACTOR shall immediately notify AGENCY of such occurrence.

11 12 **7.3 Debarment and Suspension Certification**

13 A. CONTRACTOR shall comply with applicable federal suspension and debarment
14 regulations, including but not limited to 7 Code of Federal Regulations ("CFR")
15 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive
16 Order 12549.

17 B. CONTRACTOR certifies to the best of its knowledge and belief, that it and its
18 principals:

- 19 1. Are not presently debarred, suspended, proposed for debarment, declared
20 ineligible, or voluntarily excluded by any federal department or agency; and,
- 21 2. Shall not knowingly enter any covered transaction with a person who is proposed
22 for debarment under federal regulations, debarred, suspended, declared
23 ineligible, or voluntarily excluded from participation in such transaction.

24 25 **7.4 Relationship of the Parties**

26 C. Nothing in this AGREEMENT shall be construed to create a relationship of employer
27 and employee or principal and agent, partnership, joint venture, or any other
28 relationship other than that of independent parties contracting with each other solely
29 for the purpose of carrying out the provisions of this AGREEMENT.

30 D. CONTRACTOR is an independent contractor and is not an employee of the COUNTY
31 or the AGENCY.

- 1 E. CONTRACTOR is responsible for all insurance (worker's compensation,
2 unemployment, etc.) and all payroll related tax.
- 3 F. Nothing in this AGREEMENT shall create any right or remedies in any third party.
- 4 G. This AGREEMENT is entered into solely for the benefit of the COUNTY, the AGENCY,
5 and the CONTRACTOR.

6

7 **7.5 Independent Contractor**

- 8 A. In the performance of this AGREEMENT, CONTRACTOR, its agents, and employees
9 are, at all times, acting and performing as independent contractors, and this
10 AGREEMENT creates no relationship of employer and employee as between the
11 COUNTY or the AGENCY and the CONTRACTOR.
- 12 B. CONTRACTOR agrees neither it nor its agents and employees have any rights,
13 entitlement or claim against the COUNTY or the AGENCY for any type of employment
14 benefits or workers' compensation or other programs afforded to COUNTY and
15 AGENCY employees.

16

17 **7.6 Taxes**

18 Payment of all applicable federal, state, and local taxes shall be the sole responsibility of
19 the CONTRACTOR.

20

21 **7.7 Private Work**

22 CONTRACTOR shall not be prevented from conducting private work that does not
23 interfere with the requirements of this AGREEMENT.

24

25 **7.8 Documents and Materials**

26 A. CONTRACTOR shall maintain and make available to the AGENCY for its inspection
27 and use during the term of this AGREEMENT all Documents and Materials, as defined
28 in Section 7.9 of this AGREEMENT. This duty shall continue for three (3) years
29 following termination or expiration of this AGREEMENT. CONTRACTOR shall not
30 dispose of, destroy, alter, or mutilate such Documents and Materials, for three (3)
31 years following termination or expiration of this AGREEMENT.

1 B. CONTRACTOR shall retain all documents pertaining to this AGREEMENT for seven
2 (7) years from the end of the fiscal year following the date of service; for any further
3 period that is required by law; and until all federal/state audits are complete and
4 exceptions resolved for the AGREEMENT'S funding period. Upon request, and except
5 as otherwise restricted by law, CONTRACTOR shall make these records available to
6 authorized representatives of the AGENCY, the COUNTY, the State of California, and
7 the United States Government.

8 C. CONTRACTOR understands and agrees that for seven (7) years following the
9 conclusion of this AGREEMENT it may be required to make available, upon written
10 request to the Secretary of the US Department of Health and Human Services, or any
11 other fully authorized representatives, the specifications, and subsequent
12 agreements, and any such books, documents and records that are necessary to certify
13 the nature and extent of the reasonable costs of services.

14
15 **7.9 Conflict of Interest**

16 A. CONTRACTOR covenants that it presently has no interest, and shall not have any
17 interest, direct or indirect, which would conflict in any manner with the performance of
18 services required under this AGREEMENT.

19 B. Without limitation, CONTRACTOR represents to and agrees with the AGENCY that
20 CONTRACTOR has no present, and shall have no future, conflict of interest between
21 providing services to the AGENCY and to any other person or entity (including but not
22 limited to any governmental agency) which has any interest adverse or potentially
23 adverse to the AGENCY, as determined in the reasonable judgment of the BOARD.

24 C. These conflict of interest provisions shall remain fully effective for five (5) years after
25 termination of this AGREEMENT.

26
27 **7.10 Confidentiality**

28 A. CONTRACTOR agrees, to the extent required by 42 U.S. C. 1171 et seq., Health
29 Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with
30 applicable requirements of law and subsequent amendments relating to protected

1 health information, to the extent any contractor would be required to comply with such
2 requirements.

3 B. CONTRACTOR will not use or disclose confidential information other than as
4 permitted or required by this AGREEMENT and any state and federal laws related to
5 confidentiality of patient health care information and will notify the AGENCY of any
6 discovered instances of breaches of confidentiality.

7 C. Without limiting the rights and remedies of the AGENCY elsewhere as set forth in this
8 AGREEMENT, the AGENCY may terminate this AGREEMENT without penalty or
9 recourse if it is determined that CONTRACTOR violated a material term of the
10 provisions of this section.

11 D. CONTRACTOR ensures that any subcontractors' agents receiving health information
12 related to this AGREEMENT agree to the same restrictions and conditions that apply
13 to CONTRACTOR with respect to such information.

14
15 E. These confidentiality provisions shall remain fully effective for five (5) years after
16 termination of this AGREEMENT.

17
18 **7.11 Product Endorsement/Advertising**

19 CONTRACTOR shall not use the name of the AGENCY for the endorsement of
20 commercial products or services without the expressed written permission of the
21 AGENCY Director.

22
23 **7.12 Non-Discrimination**

24 A. During the performance of this AGREEMENT, CONTRACTOR shall comply with all
25 applicable federal, state and local laws, rules, regulations and ordinances, including
26 the provisions of the Americans with Disabilities Act of 1990, and Fair Employment
27 and Housing Act, and will not discriminate against employees, applicants or clients
28 because of race, sex, color, ancestry, religious creed, national origin, disability
29 (including HIV and AIDS), medical condition (cancer) age (over 40) marital status,
30 denial of Family and Medical Care Leave and use of Pregnancy Disability Leave in
31 regard to any position for which the employee or applicant is qualified.

- 1 B. CONTRACTOR agrees to take affirmative action to employ, advance in employment
2 and otherwise treat qualified disabled individuals without discrimination based upon
3 the aforementioned discrimination bases in all employment practices such as the
4 following: employment, upgrading, demotion or transfer, recruitment, advertising,
5 layoff or termination, rates of pay or other forms of compensation and selection for
6 training, including apprenticeship.
- 7 C. CONTRACTOR and the AGENCY shall comply with all applicable federal, state and
8 local laws regarding non-discrimination.
- 9

10 **7.13 Drug-Free Workplace**

- 11 A. CONTRACTOR shall maintain a workplace that is free of drugs and alcohol and to
12 discourage drug and alcohol abuse by its employees. Employees who are under the
13 influence of drugs or alcohol on the job compromise CONTRACTOR'S interest,
14 endanger their own health and safety and the health and safety of others, and can
15 cause a loss of efficiency, productivity, or a disruptive working environment.
- 16 B. CONTRACTOR is required to have a drug-free workplace policy pursuant to the
17 Federal Drug-Free Workplace act of 1998, 41 U.S.C., Section 701et seq., and the
18 California Drug-Free Workplace Act of 1990, Government Code Section 8535. As a
19 condition of this AGREEMENT, each CONTRACTOR employee must abide by this
20 policy.
- 21

22 **7.14 Waiver**

23 No waiver of a breach, failure of any condition, or any right or remedy contained in or
24 granted by the provisions of this AGREEMENT shall be effective unless it is in writing
25 and signed by the party waiving the breach, failure, right or remedy. No waiver of any
26 breach, failure, right or remedy shall be deemed a waiver of any other breach, failure,
27 right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver
28 unless the writing so specifies.

29
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1 **7.15 Entire Agreement**

- 2 A. This AGREEMENT, including all attachments, exhibits, and any other documents
3 specifically incorporated into this AGREEMENT, shall constitute the entire agreement
4 between the parties relating to the subject matter of this AGREEMENT.
- 5 B. This AGREEMENT supersedes and merges all previous understandings, and all other
6 agreements, written or oral, between the parties and sets forth the entire
7 understanding of the parties regarding the subject matter thereof.

8

9 **7.16 Headings**

10 Headings herein are for convenience of reference only and shall in no way affect the
11 interpretation of the AGREEMENT.

12

13 **7.17 Amendments**

- 14 A. This document reflects and constitutes the entire AGREEMENT between the parties.
- 15 B. Any amendments or changes to this AGREEMENT shall be agreed upon in writing,
16 specifying the changes(s) and the effective dates(s), and shall be executed by duly
17 authorized representatives of both parties.
- 18 C. Any changes that may result in federal, state or county laws, regulations, or
19 ordinances, relating to employment, non-discrimination, drug screening and patient
20 confidentiality that occur during the term of this AGREEMENT shall automatically be
21 incorporated into this AGREEMENT and compliance with such changes will be
22 required by CONTRACTOR.

23

24 **7.18 Assignment/Sale/Subcontracting**

- 25 A. CONTRACTOR shall not assign, delegate, or subcontract any portion of this
26 AGREEMENT or any duties or obligations hereunder without the AGENCY’S prior
27 written approval, which shall not be unreasonably withheld or delayed.
- 28 B. The AGENCY may terminate this AGREEMENT if Butte County Emergency Medical
29 Services, LLC is sold, acquired, or otherwise changes ownership without the
30 AGENCY’S prior written consent for continuation of this AGREEMENT under such
31 changed ownership, such consent not to be unreasonably withheld. The parties agree

1 that the internal business transaction involving the sale of assets from one member to
2 the other, and subsequent integration of operations into a single member, as set forth
3 in CONTRACTOR's Proposal dated April 12, 2023, shall not constitute a sale,
4 acquisition or change of ownership for purposes of this AGREEMENT.
5 CONTRACTOR shall be responsible to perform as required under this AGREEMENT
6 regardless of the relative ownership percentages of its member(s).

7 C. Neither party shall, based on this AGREEMENT, contract on or in the name of the
8 other party. Any agreement that violates this section shall confer no rights on any party
9 and shall be null and void.

10 D. Subcontractor provisions:

- 11 1. All subcontractors of CONTRACTOR for provision of services under this
12 AGREEMENT shall be notified of CONTRACTOR'S relationship to the AGENCY.
- 13 2. CONTRACTOR has legal responsibility for performance of all AGREEMENT terms
14 including those subcontracted.
- 15 3. Nothing in the AGREEMENT, or in any subcontract, shall preclude the AGENCY
16 from monitoring the EMS activity of any subcontractor. CONTRACTOR shall
17 assure that the subcontractors cooperate fully with the AGENCY.
- 18 4. In the event discrepancies or disputes arise between this AGREEMENT and the
19 subcontracts, the terms of this AGREEMENT shall prevail in all cases.
- 20 5. All subcontractors shall be held to the same performance criteria as
21 CONTRACTOR.
- 22 6. CONTRACTOR shall be responsible for compliance by its subcontractors with all
23 applicable terms of this AGREEMENT.

24 25 **7.19 Notice of Litigation**

26 CONTRACTOR shall notify the AGENCY within 24 hours of any litigation or significant
27 potential for litigation related to the services provided under this AGREEMENT of which
28 CONTRACTOR is aware.

1 **7.20 Consent to Jurisdiction**

2 This AGREEMENT shall be governed by the laws of the State of California. Venue for
3 actions and proceedings between the parties related to this AGREEMENT shall be
4 Butte County Superior Court for state actions and the Northern District of California for
5 any federal action.

6
7 **7.21 Cost of Enforcement**

8 If legal proceedings are initiated by any party to this AGREEMENT, whether for an alleged
9 breach of the terms or judicial interpretation thereof, the prevailing party to such action
10 shall, in addition to all other lawful remedies, be entitled to recover reasonable attorney's
11 fees, consultant/expert fees, and other such costs, to the extent permitted by the court.

12
13 **7.22 Survival**

14 The obligations of this AGREEMENT, which by their nature would continue beyond the
15 termination or expiration of the AGREEMENT, including without limitation, the
16 obligations regarding Indemnification, Ownership of Documents, and Conflict of Interest,
17 shall survive termination or expiration.

18
19 **7.23 Severability**

20 If a court of competent jurisdiction holds that any provision of this AGREEMENT is
21 illegal, unenforceable, or invalid in whole or in part, for any reason, the validity and
22 enforceability of the remaining provisions, or portions of them, shall not be affected,
23 unless an essential purpose of this AGREEMENT would be defeated by the loss of the
24 illegal, unenforceable, or invalid provision.

25
26 **7.24 End-Term Provisions**

27 CONTRACTOR shall have 90 days after termination of this AGREEMENT, or completion
28 of the annual period for the members' financial statements as set forth in Section 6.10(C),
29 whichever is later, in which to supply the AGENCY the required audited financial
30 statements and other documentation necessary to facilitate the close out of the
31 AGREEMENT at the end of the term.

1 **7.25 Notices**

2 Any notice required or permitted by this AGREEMENT shall be in writing and shall be
3 delivered as follows, with notice deemed given as indicated: (a) by personal delivery,
4 when delivered personally; (b) by overnight courier, upon written verification of receipt;
5 (c) by electronic mail (email), upon acknowledgment of email receipt; or (d) by certified or
6 registered mail, return receipt requested, upon verification of receipt. Notice shall be sent
7 to the following addresses:

8

9 To CONTRACTOR: Jennie Humphries
10 Attention: Managing Director
11 Butte County EMS, LLC
12 333 Huss Dr., Ste. 100
13 Chico, CA. 95928
14 jhumphries@bcems.org

15 To AGENCY: Sierra – Sacramento Valley EMS Agency
16 Attention: Regional Executive Director
17 535 Menlo Drive, Suite A.
18 Rocklin CA 95765
19 info@ssvems.com

1 For: **SIERRA – SACRAMENTO VALLEY EMERGENCY MEDICAL SERVICES AGENCY**

2
3
4 By  _____

Date 9/8/2023

5 John Poland
6 Regional Executive Director
7
8

9 For: **SIERRA – SACRAMENTO VALLEY EMERGENCY MEDICAL SERVICES AGENCY**
10 **JPA GOVERNING BOARD OF DIRECTORS**

11
12
13 By  _____

Date 9/8/2023

14 Jim Holmes, Chairperson
15
16

17 For: **BUTTE COUNTY EMERGENCY MEDICAL SERVICES, LLC**

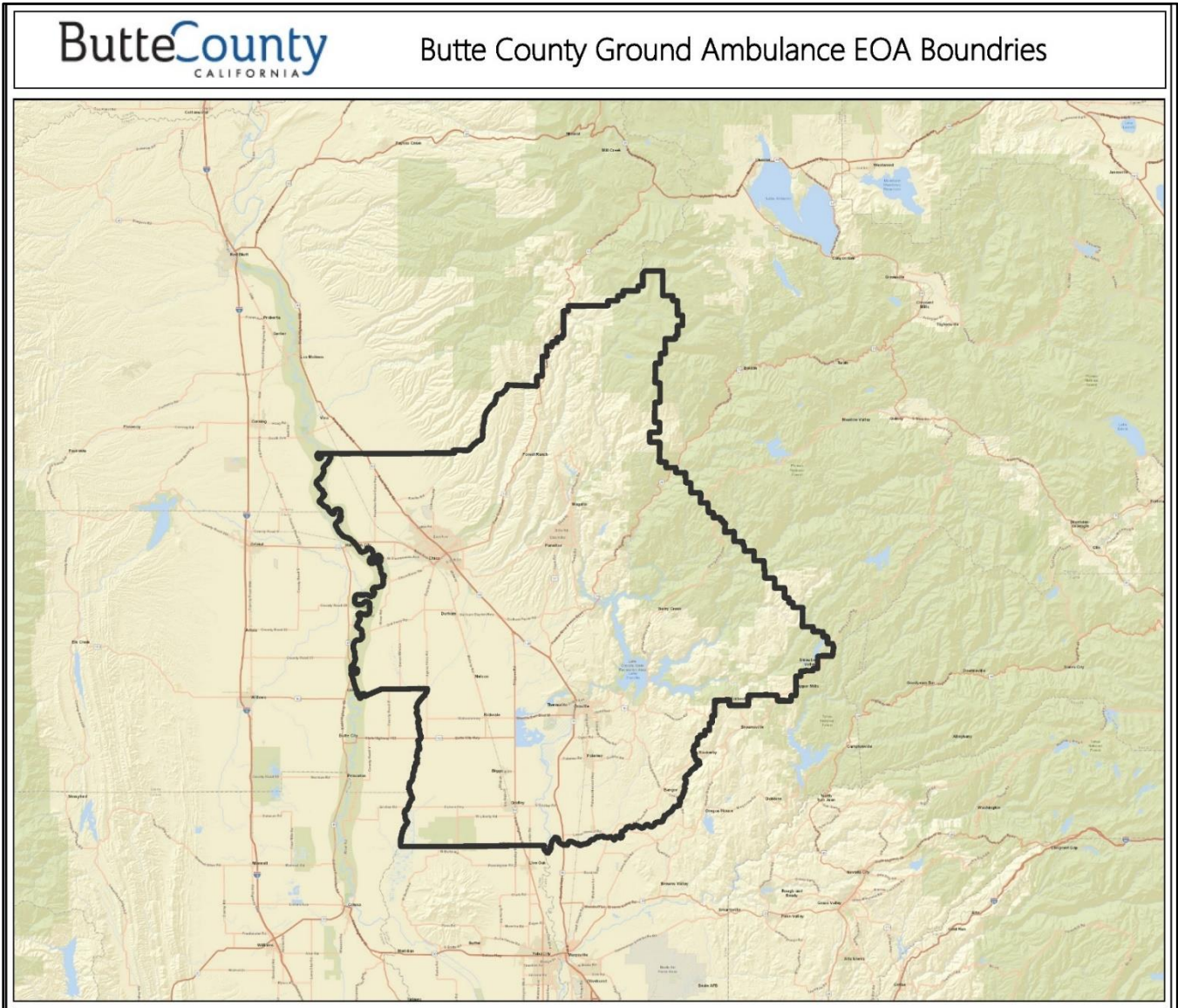
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20 By  _____

Date 8/16/23

21 Jenny Humphries, Managing Director
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EXHIBIT A – Butte County Ground Ambulance EOA Boundaries



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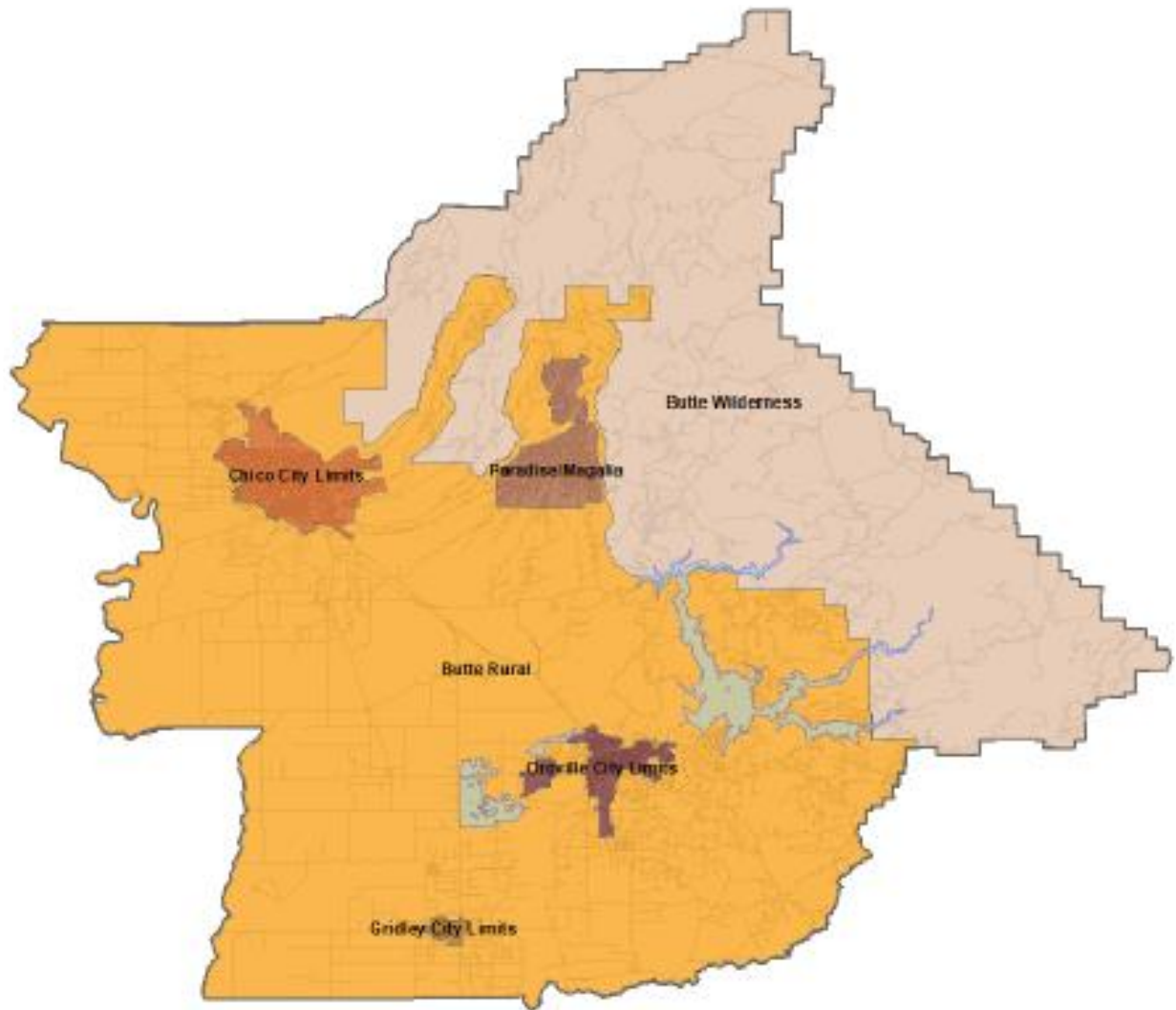
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1 **EXHIBIT B – Butte County Emergency Response Zones and Compliance Requirements**

Emergency Response Zone	Compliance	Code 3 ¹ Response Time (MM:SS)	Code 2 ² Response Time (MM:SS)
Chico City Limits	90%	10:00	15:00
Gridley City Limits	90%	10:00	15:00
Oroville City Limits	90%	10:00	15:00
Paradise/Magalia	90%	15:00	25:00
Butte Rural	90%	30:00	45:00
Butte Wilderness	90%	ASAP	ASAP


¹Code 3 definition – An emergency response where time is critical, requiring an immediate ambulance response with emergency lights and siren.

²Code 2 definition – A non-life-threatening emergency, requiring an urgent ambulance response without the use of emergency lights and siren.



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EXHIBIT C – Butte County CSA 37



BOARD OF SUPERVISORS
COUNTY OF BUTTE, STATE OF CALIFORNIA

Resolution No. ⁶⁹⁻155

RESOLUTION ESTABLISHING COUNTY SERVICE AREA
TO BE ENTITLED "COUNTY SERVICE AREA NO. 37"
(Government Code Sections 25210.1 et seq)

WHEREAS, heretofore, on the 12th day of August, 1969, the Board of Supervisors of the County of Butte, State of California, adopted and passed a Resolution of Notice of Intention to establish a county service area to be entitled "COUNTY SERVICE AREA NO. 37"; and

WHEREAS, said Resolution fixed the 16th day of September, 1969, at 7:30 p.m., of said day, in the Board of Supervisors Room of the Butte County Courthouse, in the City of Oroville, State of California, as the time and place for the public hearing on the establishment of said area; and

WHEREAS, said board, at said time and place, proceeded to hear arguments both for and against the establishment of said area; and

WHEREAS, no written protests against the establishment thereof were filed in accordance with Section 25210.17 of the Government Code,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Butte, State of California, as follows:

1. That said Board hereby finds and determines that proceedings herein were conducted pursuant to Section 25210.1 et seq of the Government Code, and that publication and notices were given pursuant thereto, and that said Board finds and determines that the extent to which the services described in the Resolution of Intention are extended county services;
2. That said Board hereby determines to establish said county service area.
3. That the boundaries of said service area are hereby finally determined and established as the same as are shown on Exhibit "A", attached hereto, and incorporated herein by reference and made a part of this resolution.

2

4. That the name of said service area so established is "COUNTY SERVICE AREA NO. 37".

5. That the type of extended county services to be provided within said area is the installation of an ambulance service pursuant to Government Code Section 25210.4a.

6. That a tax sufficient to pay for all such services which are furnished on an extended basis shall be annually levied upon all taxable property within said area.

7. That said county service area is established for all purposes subject only to compliance with the requirements of Chapter 8, Division 2, Title 5 of the Government Code and subject to the provisions of Article 2.5, Chapter 2.2, Part 2, Division 2, Title 3 of the Government Code of the State of California.


8. That the City of Gridley and the City of Biggs have by resolution requested inclusion in the service area.

PASSED AND ADOPTED by the Board of Supervisors of the County of Butte, State of California, this 16th day of September, 1969, by the following vote:

AYES: Supervisors, Dunaway, Howsden, Maxon, Reynolds,
Chairman McKillop

NOES: NONE

ABSENT: NONE


JACK McKILLOP, Chairman of the
Butte County Board of Supervisors

ATTEST:

CLARK A. NELSON, County Clerk
and ex-officio Clerk of the
Board of Supervisors


By Clark A. Nelson


Commencing at the intersection of the section line between Sections Four and Nine, T. 19 N, R. 1 E. M.D.M., with the center line of Butte Creek, in the Boundary Line between Butte and Glenn Counties; thence along Section lines, Easterly, six and three-fourths miles, more or less, to the corner of Sections 3, 4, 9 and 10, T. 19 N, R. 2 E. M.D.M; thence along section line, North, one mile, to the corner to Sections 3, 4, 33 and 34 T. 19 and 20 N.R. 2 E.M.D.M; thence along township line, East, two miles, to the corner to Sections 1, 2, 35 and 36, T. 19 and 20 N.R. 2 E.M.D.M; thence along section line, South, one mile, to the corner to Sections 1, 2, 11 and 12, T. 19 N. R. 2 E.M.D.M; thence continue South, along section line, one-fourth mile, more or less, to intersection with the easterly property line of the former Gage and Glass property, also known as the old Spring Valley Canal; thence along said easterly line of said old Spring Valley Canal on easterly boundary of aforesaid Gage and Glass property southerly, four miles, more or less, to intersection with the east and west center line of Section Twenty-seven T. 19 N.R. 2 E.M.D.M; thence along half-section lines, East, two and one-fourth miles, more or less, to the center corner of Section Twenty-five, said township; thence along half-section line, South, one-half mile, to the 1/4 section corner between Sections 25 and 36, said township; thence along section lines, East one mile, to the 1/4 section corner between Sections 30 and 31, T. 19 N. R. 3 E.M.D.M; thence along half-section line, North, one mile, to the 1/4 section corner between Sections 19 and 30, said township; thence along section lines, East, two and five-eighths miles, more or less, to intersection with the east line of Block No. 180 of South Thermalito; thence South, along east line of Block Nos. 180, 204 and 211 of said South Thermalito, and an extension thereof, to the south line of Timothy Avenue; thence West, 100 feet, more or less, to the northeast corner of Chardon Colony, being in the west line of said South Thermalito, three-fourths mile, more or less, to intersection with the center line of Feather River; thence meandering down stream, Southerly, along center line of said Feather River, following its various meanders, fourteen miles, more or less, to intersection with the line between Sections 22 and 27, T. 17 N.R. 3 E.M.D.M., being identical with the northeast corner of Sutter County; thence West, on section lines, along County Boundary Line between Butte and Sutter Counties, fifteen miles, more or less, to intersection with the center line of Butte Creek, being identical with the corner of Butte, Sutter and Colusa Counties; thence along said center line of said Butte Creek, following its various meanders, Northerly, and along Boundary line between the Counties of Butte and Colusa, and between Butte and Glenn Counties, fifteen miles, more or less, to the place of beginning.

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EXHIBIT D – Butte County Ground Ambulance Rates





PROPOSED AMBULANCE RATES

Proposer: **Butte County Emergency Medical Services, LLC**

Proposed Ambulance Rates

Item	Rates
Bundled Base Rate	\$3,060.29
Mileage (per mile)	\$69.72
Oxygen	\$153.81

Attach a list of any other specific proposed charges.

Medicare


Do you accept Medicare assignment? (Reference: HCFA – 460form): Yes No

Medicare Participating Physician or Supplier Agreement

Meaning of Assignment - For purposes of this proposal, accepting assignment of the Medicare Part B payment means requesting direct Part B payment from the Medicare program. Under an assignment, the approved charge, determined by the Medicare carrier, shall be the full charge for the service covered under Part B. The participant shall not collect from the beneficiary or other person or organization for covered services more than the applicable deductible and coinsurance.


Date: **4/12/2023**

Proposer: **Butte County Emergency Medical Services, LLC**

By: Signature
(Representative)  _____

Printed Name: **Julie Martin, RN, MSN, CPHQ**

Title: **BCEMS Board Member / Enloe Medical Center VP-Ambulatory Services**



Proposal #2023-1
Emergency ALS Transport Services
Butte County, California

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Miscellaneous Charges (current as of 6/16/2023)

Medi-Cal Payor Only

Item	HCPCS Code	Retail	Medi-Cal Allowed
EKG	93005	\$150.00	\$14.46

2

EXHIBIT E – Insurance Requirements

CONTRACTOR shall file with the AGENCY concurrently herewith a Certificate of Insurance, in companies acceptable to the AGENCY, with a Best's Rating of no less than A-: VII showing.

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be cancelled without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Sierra-Sacramento Valley Emergency Medical Services Agency".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the Sierra-Sacramento Valley Emergency Medical Services Agency and County of Butte, its officers, directors, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the Sierra-Sacramento Valley Emergency Medical Services Agency upon demand.

GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

1) Contractual liability insuring the obligations assumed by CONTRACTOR in this AGREEMENT.

B. One of the following forms is required:

- 1) Comprehensive General Liability; or
- 2) Commercial General Liability (Occurrence); or
- 3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- 1) Five million dollars (\$5,000,000) each occurrence.
- 2) Five million dollars (\$5,000,000) aggregate.

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- 1) The limits of liability shall not be less than:
 - a) Five million dollars (\$5,000,000) each occurrence (combined single limit for bodily injury and property damage).
 - b) Five million dollars (\$5,000,000) for Products-Completed Operations.
 - c) Five million dollars (\$5,000,000) General Aggregate.

E. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be five million dollars (\$5,000,000) or CONTRACTOR'S umbrella policy must meet these limit requirements.

F. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of the Sierra-Sacramento Valley Emergency Medical Services Agency, which consent, if given, shall be subject to the following conditions:

- 1) The limits of liability shall not be less than:
 - a) Five million dollars (\$5,000,000) each occurrence (combined single limit for bodily injury and property damage).
 - b) Five million dollars (\$5,000,000) aggregate for Products Completed Operations.
 - c) Five million dollars (\$5,000,000) General Aggregate.

- 1 2) The insurance coverage provided by CONTRACTOR shall contain language providing
2 coverage up to one (1) year following the completion of the contract to provide insurance
3 coverage for the hold harmless provisions herein if the policy is a claims-made policy.

4 Conformity of Coverages - If more than one policy is used to meet the required coverages,
5 such as a separate umbrella policy, such policies shall be consistent with all other applicable
6 policies used to meet these minimum requirements. For example, all policies shall be
7 Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by the
8 Sierra-Sacramento Valley Emergency Medical Services Agency as noted above. In no case
9 shall the types of policies be different.

10 ENDORSEMENTS:

11 Each Comprehensive or Commercial General Liability policy shall be endorsed with the
12 following specific language:

- 13 A. "The Sierra-Sacramento Valley Emergency Medical Services Agency and County of Butte,
14 its officers, agents, employees, and volunteers are to be covered as an additional insured
15 for all liability arising out of the operations by or on behalf of the named insured in the
16 performance of this Agreement."
17 B. "The insurance provided by CONTRACTOR, including any excess liability or umbrella form
18 coverage, is primary coverage to the Sierra-Sacramento Valley Emergency Medical
19 Services Agency and County of Butte with respect to any insurance or self-insurance
20 programs maintained by the Sierra-Sacramento Valley Emergency Medical Services
21 Agency and County of Butte no insurance held or owned by the Sierra-Sacramento Valley
22 Emergency Medical Services Agency and County of Butte shall be called upon to contribute
23 to a loss."
24 C. "This policy shall not be cancelled without first giving thirty (30) days prior written notice and
25 ten (10) days prior written notice of cancellation for non-payment of premium to the Sierra-
26 Sacramento Valley Emergency Medical Services Agency."

27 AUTOMOBILE LIABILITY INSURANCE:

28 Automobile Liability insurance covering bodily injury and property damage in an amount no less
29 than three million dollars (\$3,000,000) combined single limit for each occurrence. Covered
30 vehicles shall include owned, non-owned, and hired automobiles/trucks.

1 MEDICAL MALPRACTICE LIABILITY INSURANCE:

2 Medical Malpractice Liability Insurance for all activities of CONTRACTOR and its employees
3 arising out of or in connection with this AGREEMENT in an amount of no less than one million
4 dollars (\$1,000,000) in the aggregate annually. In the event CONTRACTOR cannot provide an
5 occurrence policy, CONTRACTOR shall provide insurance covering claims made as a result of
6 performance of the AGREEMENT and shall maintain such insurance in effect for one (1) year
7 following completion of performance of this AGREEMENT.

8 ADDITIONAL REQUIREMENTS:

9 Premium Payments – The insurance companies shall have no recourse against the Sierra-
10 Sacramento Valley Emergency Medical Services Agency or County of Butte and funding
11 agencies, its officers and employees or any of them for payment of any premiums or
12 assessments under any policy issued by a mutual insurance company.

13 Policy Deductibles and Self-Insured Retention – Any deductibles or self-insured retentions
14 must be declared to and approved by the AGENCY. The AGENCY may require
15 CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof
16 of ability to pay losses and related investigations, claim administration, and defense
17 expenses within the retention.

18 CONTRACTOR'S Obligations – CONTRACTOR'S indemnity and other obligations shall not
19 be limited by the foregoing insurance requirements and shall survive the expiration of this
20 agreement.

21 Verification of Coverage - CONTRACTOR shall furnish the AGENCY with original certificates
22 and amendatory endorsements or copies of the applicable policy language effecting
23 coverage required by the AGENCY this clause. All certificates and endorsements are to be
24 received and approved by the AGENCY before work commences. However, failure to obtain
25 the required documents prior to the work beginning shall not waive CONTRACTOR'S
26 obligation to provide them.

27 Material Breach - Failure of CONTRACTOR to maintain the insurance required by this
28 agreement, or to comply with any of the requirements of this section, shall constitute a
29 material breach of the entire agreement.