

NTFPD EXCLUSIVE OPERATING AREA
AMBULANCE AGREEMENT
PLACER COUNTY

PLACER COUNTY

EXCLUSIVE OPERATING AREA
AMBULANCE PROVIDER

AGREEMENT

NORTH TAHOE FIRE
PROTECTION DISTRICT

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This AGREEMENT, is entered into this 1st day of June, 2017, (Effective Date) between Sierra-Sacramento Valley Emergency Medical Services Agency (AGENCY), and North Tahoe Fire Protection District, (PROVIDER),

WHEREAS, Sierra-Sacramento Valley Emergency Medical Services Agency is a Regional Joint Powers Local Emergency Medical Services Agency (JPA) for the Counties of Placer, Yolo, Nevada, Sutter, and Yuba; and

WHEREAS, AGENCY is designated as the local Emergency Medical Services (EMS) agency for Placer County; and

WHEREAS, the County of Placer, (“COUNTY” denoting the political entity) , has additionally delegated to AGENCY various EMS responsibilities contained in COUNTY’S Ambulance and Medical Transportation Ordinance, including the selection of providers for exclusive ambulance operating zones within COUNTY, the award of resulting Ambulance Agreements on behalf of COUNTY, and the monitoring of ambulance operations generally within COUNTY; and

WHEREAS, PROVIDER, a public ambulance company, and its predecessors have continually rendered ambulance services as the sole providers of 9-1-1 emergency ambulance transport within COUNTY since before June 1, 1980; and

WHEREAS, AGENCY on October 31, 2003 granted PROVIDER, pending execution of this AGREEMENT, the exclusive right to serve specific areas of operation within COUNTY as the sole 9-1-1 emergency ambulance provider pursuant to the “grandfathering provisions” of the California Health and Safety Code (H&SC), Division 2.5, Chapter 2, section 1797.204; and

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as indicated in the EMS Plan approved by the State of California Emergency Medical Services Authority, and

WHEREAS, AGENCY and PROVIDER wish to recognize their respective rights and obligations with respect to the provision of 9-1-1 emergency ambulance services within certain areas of operation within COUNTY; and defined in Exhibit "A", hereto incorporated by reference; and

WHEREAS, the parties acknowledge that the efficient, cost-effective and coordinated provision and management of 9-1-1 emergency ambulance transportation services by PROVIDER require that PROVIDER be granted an exclusive operating area; and

WHEREAS, this AGREEMENT establishes PROVIDER as AGENCY'S exclusive provider of emergency ambulance transportation services in the area described in Exhibit "A", although this exclusivity does not apply to any Federal or State operated ambulance; and PROVIDER may not delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of AGENCY.

NOW THEREFORE the parties agree as follows:

I. DEFINITIONS

Advanced Life Support Ambulance (ALS Ambulance) - An ambulance staffed, equipped and prepared to provide advanced life support in compliance with California Code of Regulations, Title 22, and in compliance with all prehospital care policies and procedures adopted by AGENCY.

Automatic Aid – The closest ambulance transportation agency being dispatched and responding to an emergency in an identified adjacent ambulance response zone on behalf of the approved exclusive provider of that zone, through a prior written agreement.

Automatic Vehicle Locator (AVL) - A wireless communication system that utilizes the US Military satellites, which broadcast unique radio signals that an onboard vehicle black box can turn into a latitude/longitude and time record. This information is linked with the Computer Aided Dispatch (CAD) system to assist with the proper unit assignments based on the position from the Global Positioning Satellite and recommendations from the CAD. AVL allows for ambulance tracking.

Base Hospital or Modified Base Hospital - A hospital that currently has an agreement with AGENCY to provide medical direction in the prehospital care system in accordance with H&SC, Division 2.5, Chapter 2, section 1797.58.

Basic Life Support (BLS) - An ambulance staffed, equipped, and prepared to provide basic life support in compliance with H&SC, Division 2.5, Chapter 2, section 1797.60.

Code 3 – See Emergency Response below

Emergency Response - Emergency Response shall have the same meaning as set forth in the applicable rules or regulations established by the Centers for Medicare & Medicaid Services, Department of Health & Human Services. The current definition is located at 42 CFR § 414.605.

Emergency - The functions involved in responding to a request for an ambulance to transport or assist persons in apparent sudden need of medical attention in accordance with the request of

a Placer County Public Safety Answering Point (PSAP) or Code 3 requested through a seven (7) digit private call.

EMS Provider Dispatch Center – A communication center capable of directly, via pager and/or radio communication, dispatching an ambulance crew/unit, using information provided by a PSAP and/or secondary PSAP.

Exclusive Operating Area (EOA) – An EMS area or sub area defined by the emergency medical services plan for which the AGENCY restricts operations to one provider of Emergency Ground Ambulance Services.

Fiscal Year – July 1 through June 30.

Incident Commander – The individual responsible for the management of all incident operations at the incident site.

Insufficient Ambulance Units -

1. PROVIDER has no units available to respond to an emergency within sixty (60) seconds of PROVIDER'S dispatch center pick up; or
2. A unit currently on an emergency incident cannot become available so as to provide for a shorter response time than a mutual aid ambulance; or
3. A unit is available in a separate geographic response zone/district, but cannot provide for a shorter response time than a mutual aid ambulance Code 3.

Mutual Aid – A request for emergency ambulance response, originating outside of PROVIDER'S EOA for emergency ambulance at the scene. The request could be initiated through dispatch centers, public safety enforcement agencies or S-SV EMS.

Operational Report - The monthly operational report that shall contain, but is not limited to, the following: incident reports, mission failures, and any other information the AGENCY deems appropriate that is standard within the emergency medical services industry.

Paramedic - A California licensed individual whose scope of practice is to provide advanced life support according to the standards prescribed by the California Code of Regulations, Title 22, Division 9, section 100144, in compliance with AGENCY'S approved scope of service and is accredited to practice in the Sierra-Sacramento Valley EMS Region.

Posting- A unit which is strategically located geographically to meet or reduce response time requirements.

PSAP –Public Safety Answering Point – The designated public safety agency or secondary PSAP at which the 9-1-1 call is first received and/or transferred.

Response Time Measurement– The time measured from dispatch time of a 9-1-1 call, or a 7 digit access call dispatched code 3, until the unit arrives on scene.

Response Time Standards - All response time standards which are adopted by the AGENCY with input from Medical Control Committee (MCC), Emergency Medical Control Committee (EMCC) and Fire Chiefs' Committees and set forth in Exhibit B.

Standby - A unit staged near an activity in which it is presumed there is a high likelihood that a medical emergency will occur.

Standardized Emergency Management System (SEMS) –The system defined in Government Code section 8607(a) for managing multi-agency and multi-jurisdiction emergencies in California.

Third Party - Any individual requesting an ambulance for an ill or injured person, when the requesting party is not the patient.

Unified Command –A unified team effort which allows all jurisdictional agencies with responsibility for the incident, either geographic or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating jurisdictional agency authority, responsibility, or accountability.

II. TERM OF AGREEMENT

- A. This Agreement shall be for an initial term of five (5) years from the Effective Date. This AGREEMENT shall be automatically renewed for a successive term of five (5) years as referenced in Section IV B.
- B. AGENCY, or it's duly authorized designee, may suspend this AGREEMENT immediately upon giving written notice to PROVIDER if PROVIDER'S license to operate is revoked or suspended. Any such action by AGENCY shall be subject to the review procedures for suspensions established herein. If such a suspension order has been issued and remains in effect for a period of at least sixty (60) days, AGENCY may terminate this AGREEMENT by giving at least thirty (30) days prior written notice to PROVIDER.
- C. PROVIDER shall continue to perform during any riot, insurrection, civil unrest, natural disaster, labor action or similar event if such performance remains practical under the prevailing standards of the emergency medical services industry. PROVIDER'S performance under this Agreement may be waived or suspended by AGENCY in the event

of riot, insurrection, civil unrest, natural disaster, labor action or other similar event beyond the control of PROVIDER which affects the delivery of 9-1-1 services (Interruption). If any Interruption continues for a period in excess of ninety (90) calendar days and PROVIDER cannot resume performance within one hundred eighty (180) calendar days from the initial date of the Interruption, AGENCY may terminate this AGREEMENT upon giving at least thirty (30) days prior written notice to PROVIDER.

- D. AGENCY may suspend this AGREEMENT immediately if PROVIDER or employees are engaging in a continuing course of conduct which poses an imminent danger to the life or health of patients receiving or requesting services from PROVIDER. Notification of any such suspension shall be in writing and shall state reasons for the suspension and length of suspension.
- E. Either party may terminate this AGREEMENT at any time, with cause, by mutual agreement by providing at least one hundred twenty (120) calendar days prior written notice to the other party.

III. SPECIFIC RESPONSIBILITIES OF AGENCY:

A. Administration

- 1. AGENCY hereby grants PROVIDER exclusive emergency ambulance service within its designated zones in Placer County as they are defined in Exhibit "A" (attached hereto and incorporated herein by reference).

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2. Exclusivity requires, at a minimum, each ALS ambulance to be staffed by at least one licensed paramedic who is S-SV accredited and an EMT-I certified in the State of California.
3. AGENCY Director is authorized to act on behalf of AGENCY in all matters related to this AGREEMENT.
4. At any time during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday), and at other times as may reasonably be deemed necessary by AGENCY, AGENCY'S duly designated representative(s) may observe PROVIDER'S operations with reasonable notice. During any observations, AGENCY shall not interfere with PROVIDER'S operations.
5. AGENCY may conduct audits of all AGREEMENTS, financial statements and records, invoices, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to any and all matters in connection with this AGREEMENT. At AGENCY'S request, PROVIDER will provide copies of specific records as allowed by law within five (5) business days of request. All applicable laws will be adhered to with regard to patient and personnel records confidentiality. Audit representatives will be duly designated and authorized by AGENCY. AGENCY shall give PROVIDER thirty (30) days prior written notice of any audit under this paragraph.
6. AGENCY representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with PROVIDER'S personnel in the performance

of their duties, and shall at all times be respectful of PROVIDER'S employer/employee relationship.

7. PROVIDER shall designate in writing one or more persons who shall be assigned as liaison to AGENCY to address day-to-day performance issues and PROVIDER'S performance under the AGREEMENT.
8. Subject to complying with all of PROVIDER'S policies and procedures, AGENCY'S duly authorized representative(s) may ride as a third person on any of PROVIDER'S ambulance units or supervisor units when exercising AGENCY'S right to inspect and observe. AGENCY will provide reasonable notice to PROVIDER to limit any potential conflict with interns, normally scheduled riders, or ongoing operations.
9. AGENCY may, from time to time, publish information on PROVIDER performance as deemed appropriate by AGENCY. AGENCY shall provide PROVIDER with a copy of the information for review and comment prior to it being published.
10. The COUNTY may adopt procedures for reviewing and regulating ambulance rates in the COUNTY. If regulated, PROVIDER shall not charge more than the rates adopted by the COUNTY. If regulated, the schedule of rates may be adjusted by the COUNTY upon the receipt of a request by AGENCY. AGENCY shall submit a report to the COUNTY, which shall conduct a public hearing regarding the requested rate change. In the event that COUNTY chooses to regulate ambulance rates PROVIDER may renegotiate the terms and conditions of this Agreement with AGENCY which may include but not be limited to provisions for the increase of ambulance rates: (i) annually based on the prior

twelve (12) individual months of the Consumer Price Index (CPI) for All Urban Consumers (CPI-U) for the San Francisco – Oakland – San Jose (or any successor index); (ii) in the event of substantial and unanticipated impacts on PROVIDER'S costs of providing services or ability to recover patient charges from governmental third party payers, PROVIDER may request and AGENCY may approve changes in patient charges to mitigate the financial impact of changes; or (iii) for expendable supplies when said supplies are newly required by AGENCY pre-hospital protocols adopted during the term of this AGREEMENT or when AGENCY approves new items to be stocked on ambulances; or (iv) for other reasonable cause as determined by PROVIDER'S Board of

B. Medical Control

1. AGENCY'S Medical Director shall provide medical control to assure medical accountability throughout the planning, implementation, and evaluation of the EMS system.
2. AGENCY, using state minimum standards, shall establish policies and procedures approved by AGENCY'S Director and Medical Director to assure medical control of the EMS system.
3. PROVIDER shall retain or employ a Medical Director for medical oversight and to interact as a liaison with AGENCY.

IV. SPECIFIC RESPONSIBILITIES OF PROVIDER:

A. Ambulance Personnel

1. PROVIDER agrees to maintain records of drivers' licenses and appropriate EMS certificates and will provide records as requested by AGENCY.
2. PROVIDER shall assure that all required licenses are current and valid and that personnel are trained as required in the S-SV region.

B. Crews Quarters

PROVIDER agrees that crew's quarters in each of its facilities from which 9-1-1 emergency ambulance services are provided under this AGREEMENT shall be clean and maintained in a sanitary condition and have suitable kitchens, showers, sleeping quarters, separate and private from operational areas, for attendants who are scheduled to work a twenty-four (24) hour shift.

C. Deployment of Ambulance Units

1. PROVIDER'S method and manner for providing adequate ambulance services and the deployment plan (or station locations) shall be submitted upon the execution of this AGREEMENT.
2. PROVIDER shall notify AGENCY within thirty (30) days in writing of any proposed changes.

D. Performance

1. PROVIDER is expected to utilize reasonable management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills.

2. PROVIDER agrees that its performance shall conform to the standards of the emergency medical services industry. PROVIDER shall comply with the applicable protocols for patient transportation and treatment as issued by AGENCY.
3. PROVIDER shall ensure dispatch of the closest available AGENCY authorized 9-1-1 ambulance to the scene of the emergency, except as otherwise provided herein or may be required by law.
4. An ALS 9-1-1 ambulance may be used for scheduled non-emergency inter-facility transfer only when the authorized PROVIDER'S Dispatch Center has released the unit for such non-emergency use, and there are other ALS 9-1-1 ambulance(s) staffed and immediately available to meet performance standards as defined herein.
5. PROVIDER shall not permit any of its employees to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.
6. Ambulance personnel shall be neat and clean in public; shall be properly identified by a name tag, company name and insignia, and the employee's level of prehospital care certification.
7. Employees shall treat other professionals, patients, and their families with professionalism and courtesy.

E. Response Times

1. Ambulance response times must meet the standards set forth in Exhibit "B", S-SV Policy, Reference # 415 attached hereto and incorporated herein by reference. Every ambulance

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unit must, (unless PROVIDER submits to AGENCY in writing, a modification) be equipped and staffed to operate at the advanced life support (paramedic) level on all 9-1-1 ambulance responses.

2. PROVIDER shall have a written policy, and shall make all reasonable efforts to immediately notify the jurisdictional PSAP of the location from where the ambulance is responding.
3. PROVIDER shall submit a monthly response time compliance report, utilizing CAD data, or until available, the S-SV PCR data form, to AGENCY.
4. PROVIDER may request that AGENCY issue a written response time waiver for a period of time. PROVIDER shall submit any Response Waiver Request in writing to AGENCY within ten (10) days of the circumstances that form the basis of the Response Waiver Request. The Response Waiver Request shall be detailed and articulate specific reasons for the request. PROVIDER'S Response Waiver Request may be prospective or retrospective depending on the circumstances. AGENCY shall issue its written decision on the Response Waiver Request within ten (10) days of its submission by PROVIDER. AGENCY may grant or deny any Response Waiver Request at its sole discretion.
5. The calculation of the ninety percent (90%) requirement shall be made on a monthly basis.
6. PROVIDER shall notify AGENCY of any situation (e.g., city codes/use permits) that hinders 9-1-1 response.

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7. During any period of time that PROVIDER has insufficient ambulance units for available service, PROVIDER shall make reasonable efforts to obtain backup, move up, posting, mutual aid, and standby services from AGENCY authorized ambulance providers in adjacent areas to provide coverage.
8. PROVIDER shall always inform the PSAP of such alternate service movements, the back-up provider's estimated time of arrival (ETA) to the emergency and responding location, immediately upon dispatch.
9. If PROVIDER accepts mutual aid, PROVIDER shall assure that contractual response time requirements are met.
10. Within reasonable limits, PROVIDER agrees to provide automatic aid, back-up or mutual aid emergency ambulance services when requested by the AGENCY, an EMS Dispatch Center, a PSAP or by EMS providers from neighboring areas. PROVIDER shall ensure that response times are provided to AGENCY in PROVIDER'S monthly report.
11. In the event that the monthly operations report indicates that PROVIDER has not met the 90% response time standard, PROVIDER shall prepare and submit, with the monthly operations report, a written plan which shall detail the corrective actions to be taken by PROVIDER to meet the response time standard, and the time frame for those corrective actions to occur.
12. PROVIDER may enter into automatic aid agreements with adjacent providers with AGENCY as signatory to the Agreement. The exclusive PROVIDER responsible for

coverage of the effected area shall retain all rights and responsibilities for that exclusive area. When an automatic aid agreement exists, PROVIDER shall assure that contractual response time requirements are met.

13. PROVIDER will submit a monthly report to AGENCY that will include data mutually agreed to by the parties.

F. Disaster/Emergencies

1. PROVIDER shall participate in all countywide emergency disaster drills, affecting Eastern Placer County.
2. All field and supervisory personnel shall be trained in SEMS, Incident Command and the OES Region IV or other AGENCY approved plan as it relates to provision of emergency and disaster care.
3. At the scene of an emergency or disaster, PROVIDER shall follow the direction of the Incident Commander or the direction of the Unified Command except as provided in H&SC section 1798.6(a). This includes but is not limited to following directions pertaining to requesting additional resources.
4. PROVIDER shall respond, within PROVIDER'S capability, to any major emergency or disaster that may take place within COUNTY or adjacent counties within the Sierra-Sacramento Valley EMS region, when requested by DIRECTOR or duly authorized designee, or by a 9-1-1 communications center in accordance with an approved Disaster Plan, and as appropriate to assure maintaining minimum coverage in PROVIDER'S response area.

5. PROVIDER shall make its best effort to immediately notify AGENCY by phone or text message of any major incident or event that may impact its ability to render services under AGREEMENT.

G. Rules and Regulations

PROVIDER agrees to adhere to all applicable federal, state or local laws that exist now or in the future, related to the emergency medical services industry and services provided under this AGREEMENT including, but not limited to, the following:

1. The Sierra-Sacramento Valley EMS Agency Policy Manual.
2. The California Vehicle Code.
3. The H&SC, Division 2.5, Chapter 2, Section 1797 et.seq.
4. The California Highway Patrol Ambulance Drivers handbook.
5. Title 13 of the California Code of Regulations
6. Title 22 of the California Code of Regulations.
7. California Business and Professions Code.
8. Placer County Ambulance Ordinance.
9. Federal and State Occupational Safety and Health Administration (OSHA) Blood Borne Pathogen Training Requirements.
10. Federal and State OSHA mandated Hazardous Materials Awareness Training Compliance.

H. Performance Security

PROVIDER must obtain and maintain in full force and effect, throughout the term of this AGREEMENT, including any extensions, assurance of performance of the terms of this

Agreement in form reasonably satisfactory to AGENCY, which may be a mutual assistance agreement with another qualified provider whereby such other qualified provider guarantees performance of PROVIDER'S obligations under this Agreement for not less than ninety (90) days following termination of this Agreement for material breach, including provision for assignment or transfer of PROVIDER'S personnel and / or facilities and equipment to such other qualified provider to the extent necessary to meet the conditions of this Agreement.

I. Provider Policies and Procedures:

PROVIDER shall have written policies and procedures available in its offices which shall address the following:

1. Recruitment.
2. Pre-employment screening/hiring standards.
3. Orientation and training program for new employees.
4. In-service training and education.
5. Probation period.
6. Refresher course training
7. Personnel evaluations.
8. Wage, salary, benefit packages, and general work conditions.
9. Work schedules/work coverage protocols.
10. PROVIDER Dispatch Protocols and policies, if applicable, which include continuous quality improvement.
11. Evaluation and handling of patients in the provision of service.
12. Role and responsibilities of field supervisors.

13. Employee job descriptions, including, but not limited to, all field, supervisory and management personnel.
14. Mapping education within PROVIDER'S area of service. All such policies and procedures shall be available to AGENCY upon request at all reasonable times for review and copying.

J. Continuous Quality Improvement

1. PROVIDER shall have a written Continuous Quality Improvement (CQI) Plan, pursuant to S-SV EMS Prehospital Care Policy Number 620, and must be approved by AGENCY. PROVIDER shall inform AGENCY in writing, of efforts to correct performance deficiencies as outlined in California Code of Regulation, Title 22, Div. 9, Ch. 2 §100061.1.
2. PROVIDER shall continually supervise its operations through a field supervisor.
3. PROVIDER shall identify to AGENCY, in writing, a CQI Coordinator.
4. PROVIDER shall identify to AGENCY, in writing, a Medical Director who shall be an M.D. or D.O. licensed to practice in California.
5. PROVIDER'S clinical performance must be consistent with AGENCY-approved medical standards and protocols. Patient transportation and disposition shall be according to AGENCY policies and procedures. Services and care delivered must be evaluated by PROVIDER'S internal quality improvement program, and as necessary through AGENCY'S quality improvement program in order to improve and maintain effective clinical performance.

K. Equipment

PROVIDER shall schedule regular and preventive maintenance for all vehicles and shall furnish all fuel, lubricant, and maintenance services necessary for vehicle operation.

PROVIDER agrees that it will replace primary ambulances when the odometer registers 200,000 miles. Reserve ambulances may be replaced when the odometer registers 250,000 miles.

L. Public Information

1. PROVIDER shall work to increase public awareness and knowledge of the EMS System, injury/mortality prevention/reduction, and general health and safety promotion. This may include, but not be limited to, the provision of CPR and first aid training, participation in EMS Week, health fairs, school programs, radio and local talk shows and business group meetings whenever possible. PROVIDER may assist AGENCY with injury/mortality prevention projects upon request and include such activities in monthly report.

M. Integration of Services

1. PROVIDER shall participate when possible (as a member of the committee or audience) in the following S-SV committees and any others determined by AGENCY:

- a) Placer County Emergency Medical Care Committee
- b) S-SV EMS Agency Medical Control Committee.

N. Records

1. PROVIDER shall initiate an electronic patient care record, in the current

NEMESIS required format, for every dispatched response and submit the required data elements to AGENCY, pursuant to S-SV EMS Prehospital Care Policy Number 605, Patient Care Report Form, and Policy Number 605, Mandatory Data Elements.

2. PROVIDER shall retain a copy of the EMS patient care report for a minimum of seven (7) years or, if for a minor, seven (7) years past the age of majority, whichever is greater.
3. PROVIDER shall maintain accurate books, documents, and records reflecting services provided, invoices submitted, or automated billing records generated, as well as records on all other information specifically required by other provisions of this AGREEMENT. All such books, documents, records, and information shall be prepared and maintained in accordance with generally accepted accounting principles and shall be retained by PROVIDER.

O. Conflict Of Interest

1. PROVIDER shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this AGREEMENT.
2. PROVIDER warrants that it is not aware of any facts which create a conflict of interest with respect to this AGREEMENT.
3. PROVIDER shall immediately make full written disclosure of such facts to AGENCY should PROVIDER become aware of a conflict with respect to this AGREEMENT. Full written disclosure shall include identification of all persons

implicated and a complete description of all relevant circumstances.

P. FEES

A. Management/Monitoring Fee

1. PROVIDER shall pay its pro rata share of an annual fee in an amount estimated to be sufficient to cover the following AGENCY costs (Monitoring Costs) related to monitoring and enforcing the provisions of this AGREEMENT for each fiscal year covered by this AGREEMENT:
2. PROVIDER shall pay an annual fee of One Thousand Five Hundred Dollars (\$1,500.00) the first year of this AGREEMENT with a two percent (2% increase) per year for five (5) years thereafter. After six (6) years the fee may be adjusted to equal the average annual costs of monitoring during the previous five (5) years. This fee is intended to cover the AGENCY'S costs related to monitoring and enforcing the provisions of this AGREEMENT (Monitoring Costs).
3. Monitoring Costs are determined based upon the previous five (5) year average costs.
4. Monitoring Costs shall be paid to AGENCY annually within sixty (60) days of PROVIDER'S receipt of invoice.

V. MATERIAL BREACH OF AGREEMENT

A. Notice of Default.

AGENCY shall have the right to terminate or cancel AGREEMENT in the event PROVIDER

materially breaches a term or condition of this AGREEMENT.

B. Definition of Material Breach.

Material breach is defined as an infraction or violation of a material obligation or requirement as set forth within this AGREEMENT. Conditions which shall constitute a material breach of this AGREEMENT by the PROVIDER shall include, but are not limited to, the following:

1. Failure to comply with response time requirements within the EOA for three (3) consecutive calendar months or for a total of four (4) months in any twelve (12) consecutive month period.
2. PROVIDER'S response time compliance falls below seventy percent (70%) for any month within the term of this AGREEMENT.
3. Intentional falsification or omission of data or information supplied to AGENCY by PROVIDER, which effects or has the effect of misrepresenting PROVIDER'S performance under this AGREEMENT.
4. Failure of PROVIDER to maintain in force throughout the term of the AGREEMENT, including any extensions thereof, the insurance coverage required herein.
5. Multiple or unremediated failures by PROVIDER to correct any minor breach of this AGREEMENT within a reasonable period of time after written notice from AGENCY.
6. Any act or omission of PROVIDER, which, in the reasonable opinion of AGENCY Medical Director, poses a serious risk to public health and safety.
7. Filing of a bankruptcy petition by or against PROVIDER, alleging that

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PROVIDER is or will become insolvent; appointment of a trustee or receiver for PROVIDER or for any of PROVIDER'S property; a general assignment by PROVIDER for the benefit of its creditors; or entry of a judgment or order determining that PROVIDER is bankrupt or insolvent.

8. Material failure of the PROVIDER to operate the ambulance service in a manner which enables the PROVIDER to remain in compliance with the requirements of applicable Federal, State, County, City, and AGENCY laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach of this AGREEMENT.

9. Willful, chronic, or repeated material failure to comply with any obligation made in this AGREEMENT, if the AGENCY determines that such failure endangers the public health or safety as defined by governing law.

C. Dispute Resolution

1. If PROVIDER commits a material breach of this AGREEMENT, then AGENCY, following the procedures set forth herein and with the prior written approval of the JPA Governing Board, may terminate AGREEMENT, remove PROVIDER from its position as ambulance provider and/or take remediation measures as set forth herein.

2. If AGENCY has reason to believe that a material breach may have occurred, AGENCY may conduct such investigation as may be appropriate to enable AGENCY to make a preliminary determination as to whether a material breach has occurred and whether such breach presents a danger to the public health or

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safety. If AGENCY makes a preliminary determination that a material breach has occurred, AGENCY shall give to PROVIDER written notice of such determination. The notice shall specify the grounds upon which the preliminary determination is based, including both AGREEMENT provisions that are alleged to have been breached and the alleged facts that support such a finding, and shall indicate whether the alleged material breach presents a danger to the public health or safety. The notice shall grant PROVIDER: (i) ten (10) business days to provide information to AGENCY that rebuts the preliminary determination; or (ii) forty-five (45) day to cure if there is no imminent risk to the public health and safety (“Cure Period”). Upon a request by PROVIDER, AGENCY may extend the Cure Period.

3. If PROVIDER fails to rebut the preliminary determination of AGENCY or remedy the material breach within the Cure Period, AGENCY shall schedule a public hearing on the matter before the JPA Governing Board. The JPA Governing Board shall give to PROVIDER written notice of hearing within seventy-two (72) hours, specifying the date, time, and place of the hearing and the general nature of the matter to be heard, at least fourteen (14) days prior to the hearing. The hearing shall be held as scheduled, except that upon a request by PROVIDER, the hearing may be rescheduled, one time only.

4. The JPA Governing Board shall make a decision as follows:

- a. The JPA Governing Board shall set forth recommended findings on the issue of whether a material breach has occurred.

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b. If the JPA Governing Board recommends a finding that a material breach has occurred, the JPA Governing Board shall specify AGREEMENT provisions that have been breached and the facts upon which the findings are based.

c. If the JPA Governing Board recommends a finding that a material breach has occurred, the JPA Governing Board shall then make a finding on the issue whether the material breach presents a danger to the public health and safety, and shall specify the facts upon which such findings are based.

d. If the JPA Governing Board recommends a finding that a material breach has occurred, the JPA Governing Board shall determine the course of action that it should take.

5. The decision by the JPA Governing Board is final. No later than ten (10) days after the hearing, the JPA Governing Board shall issue a written decision making a final determination on the relevant issues, and shall serve a copy of such decision on PROVIDER, by personal delivery to the person in charge of the PROVIDER'S principal place of business during regular business hours.

6. If the JPA Governing Board decides that there has been a material breach presenting a danger to the public health and safety, the JPA Governing Board may terminate this AGREEMENT, remove PROVIDER from its position as ambulance provider and/or take remediation measures as set forth herein.

7. If the JPA Governing Board decides that there has been a material breach without presenting a danger to the public health and safety, it shall issue a written decision making a final determination of the relevant facts and directing

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PROVIDER to cure the Breach within forty-five (45) days or the AGREEMENT will be terminated. The JPA Governing Board shall serve a copy of such decision on PROVIDER, by personal delivery to the person in charge of the PROVIDER'S principal place of business during regular business hours. .

8. PROVIDER shall not be prohibited from disputing any such finding by the JPA Governing Board of material breach through litigation. PROVIDER'S cooperation with and full support of any Remediation Measures, as well as PROVIDER'S immediate release of performance security funds to AGENCY, shall not be construed as acceptance by PROVIDER of the finding of material breach, and shall not in any way jeopardize PROVIDER'S right to recovery should a court later find that the declaration of material breach was made in error.
9. The JPA Governing Board shall be the final authority and its decision shall be final and binding, subject to judicial review.

D. REMEDIATION MEASURES

1. Remediation Measures Cooperation: PROVIDER shall cooperate completely and immediately with the JPA Governing Board and its agents to effectuate any immediate remediation measures ("Remediation Measures"). Remediation measures may include:
 - a. Retention of an emergency medical services operations consultant ("Operations Consultant") by the JPA Governing Board at PROVIDER'S cost. The Operations Consultant will provide day-to-day oversight and monitoring of PROVIDER'S operations and may make operations recommendations to PROVIDER. The JPA

Governing Board may retain the Operations Consultant for a period of time equal to the lesser of: (i) six (6) months from the date that the JPA Governing Board declares PROVIDER in material breach; (ii) the date PROVIDER cures any material breach; or (iii) the date the JPA Governing Board retains a new emergency medical services provider to replace PROVIDER; or

b. Creation of a remediation plan that requires PROVIDER to meet certain objectives within specific time periods and establishes specific consequences for PROVIDER'S failure to meet the objectives.

VI. INDEMNIFICATION AND INSURANCE

A. Indemnification

1. PROVIDER shall defend, indemnify and hold harmless AGENCY, its officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of PROVIDER'S officers, directors, agents, employees, or subcontractors.

2. AGENCY shall defend, indemnify, and hold harmless PROVIDER, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of AGENCY'S, officers, directors, agents, employees, or volunteers.

3. It is the intention of AGENCY and PROVIDER that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and PROVIDER'S subcontractors. It is also the intention of AGENCY and PROVIDER that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, and AGENCY'S and PROVIDER'S subcontractors.

B. Insurance

Concurrent with the execution and delivery of this AGREEMENT, PROVIDER shall file with AGENCY a Certificate of Insurance evidencing all coverages, limits, and endorsements listed below, in companies acceptable to AGENCY, with a Best's Rating of no less than "A:VII" showing:

1. Medical Malpractice Liability Insurance for all activities of PROVIDER and its employees arising out of or in connection with this AGREEMENT in an amount of no less than five million dollars (\$5,000,000) in the aggregate annually. In the event PROVIDER cannot provide an occurrence policy, PROVIDER shall provide insurance covering claims made as a result of performance of AGREEMENT and shall maintain such insurance in effect for at least six (6) months following termination or expiration of this AGREEMENT.

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

- a) Premises and operations;
- b) Products and completed operations;
- c) Contractual liability insuring the obligations assumed by PROVIDER in this AGREEMENT;
- d) Broad form property damage (including completed operations);
- e) Explosion, collapse, and underground hazards; and
- f) Personal injury liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to work under the AGREEMENT.

3. One of the following forms is required:

- a) Comprehensive General Liability;
- b) Commercial General Liability (Occurrence); or
- c) Commercial General Liability (Claims Made).

4. If PROVIDER 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:

- a) Five million dollars (\$5,000,000) each occurrence

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b) Five million dollars (\$5,000,000) aggregate

5. If PROVIDER carries a Commercial General Liability (Occurrence) policy

a) The limits of liability shall not be less than:

1) Five million dollars (\$5,000,000) each occurrence (combined single limit for bodily injury and property damage)

2) Five million dollars (\$5,000,000) for Products-Completed Operations

3) Five million dollars (\$5,000,000) General Aggregate

a) 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 six million dollars (\$6,000,000).

6. Special Claims Made Policy Form Provisions:

PROVIDER shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of AGENCY, which consent, if given, shall be subject to the following conditions:

a) The limits of liability shall not be less than:

1) Five million dollars (\$5,000,000) each occurrence (combined single limit for bodily injury and property damage)

2) Five million dollars (\$5,000,000) aggregate for Products Completed Operations

3) Five million dollars (\$5,000,000) General Aggregate

- b) The insurance coverage provided by PROVIDER shall contain language providing coverage up to six (6) months following the completion of the AGREEMENT in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claim made policy.

C. Endorsements

Each Medical Malpractice and Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1. AGENCY and COUNTY, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this AGREEMENT."
2. The inclusion of more than one insured shall not operate to impair the rights as one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."
- 3."The insurance provided by PROVIDER, including any excess liability or umbrella form coverage, is primary coverage to AGENCY and COUNTY with respect to any act or omission that is caused solely by PROVIDER.
4. "This policy shall not be canceled or materially changed without first giving at least thirty (30) days prior written notice to AGENCY and Placer County."

D. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no

less than five million dollars (\$5,000,000) combined single limit for each occurrence. Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

E. Worker's Compensation

1. Worker's Compensation Insurance shall be provided by PROVIDER in accordance with the applicable law and shall be in the statutory amounts.
2. Each Worker's Compensation policy shall be endorsed with the following specific language:
 - a) "Cancellation Notice" - This policy shall not be canceled or materially changed without first giving at least thirty (30) days prior written notice to AGENCY and COUNTY.
 - b) "Failure to Maintain Coverage" - Failure by PROVIDER to maintain the required insurance, or to provide evidence of insurance coverage acceptable to AGENCY, shall constitute a material breach of AGREEMENT upon which AGENCY may immediately terminate or suspend the AGREEMENT.
 - c) "Notification of Incidents, Claims or Suits:?" PROVIDER shall report to AGENCY:
 - 1) Any accident or incident relating to services performed under this AGREEMENT which involves injury or property damage. Such report shall be made in writing within two (2) business days of occurrence.
 - 2) Any third party claim or lawsuit filed against PROVIDER arising from or related to services performed by PROVIDER under this AGREEMENT.
 - d) Compensation for AGENCY costs: In the event that PROVIDER fails to comply

with any of the indemnification or insurance requirements of this AGREEMENT, and such failure to comply results in any costs to AGENCY or COUNTY, or both, PROVIDER shall pay full compensation for all costs incurred.

VII. GENERAL CONTRACT REQUIREMENTS

A. Non-Discrimination

During the performance of this AGREEMENT, PROVIDER and its subcontractors shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (Cancer), age (over 40), marital status, denial of Family and Medical Care Leave and use of Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified. The PROVIDER agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon the aforementioned discrimination bases in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. PROVIDER and AGENCY shall comply with all applicable federal, state and local laws regarding non-discrimination.

B. Notice to Employees

PROVIDER shall notify employees that need to know of its operational obligations under this AGREEMENT.

C. Drug-Free Workplace

PROVIDER shall maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Employees who are under the influence of drugs or alcohol on the job compromise PROVIDER'S interest, endanger their own health and safety and the health and safety of others, and can cause a loss of efficiency, productivity, or a disruptive working environment. As a condition of this AGREEMENT, each PROVIDER employee must abide by this policy. PROVIDER is required to have a drug-free workplace policy pursuant to the Federal Drug-Free Workplace Act of 1988, 41 U.S.C., section 701 et seq., and the California Drug-Free Workplace Act of 1990, Government Code section 8355.

D. Assignment

Neither party shall assign its rights or delegate its duties hereunder without the prior express written authorization of the other. This prohibition shall not apply to PROVIDER'S AGREEMENTS and subcontracts with AGENCY approved licensed back-up ambulance providers hereunder.

E. Independent Contractor

In the performance of this AGREEMENT, PROVIDER, its agents and employees are, at all times, acting and performing as independent contractors, and this AGREEMENT creates no relationship of employer and employee as between COUNTY or AGENCY and PROVIDER. PROVIDER agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY or AGENCY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY and AGENCY employees.

PROVIDER shall be responsible for all applicable state and federal income, payroll and taxes and

agrees to provide any workers' compensation coverage as required by California State laws.

F. Confidentiality

PROVIDER agrees, to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity PROVIDER performs under this AGREEMENT to the extent any health care provider would be required to comply with such requirements.

More specifically, PROVIDER will not use or disclose confidential information other than as permitted or required by this AGREEMENT and any state and federal laws related to confidentiality of patient health care information and will notify AGENCY of any discovered instances of breaches of confidentiality.

Without limiting the rights and remedies of AGENCY elsewhere as set forth in this AGREEMENT, AGENCY may terminate this AGREEMENT without penalty or recourse if determined that PROVIDER violated a material term of the provisions of this section.

PROVIDER ensures that any of its subcontractor receiving health information related to this AGREEMENT agree to the same restrictions and conditions that apply to PROVIDER with respect to such information.

1. PROVIDER understands and agrees that although HIPAA requires these paragraphs to be included in Business Associate agreements, 42 C.F.R. §2.11 requires qualified service organizations to abide by the federal drug and alcohol regulations which prohibit such organizations from disclosing any patient identifying information even to an agent or subcontractor without patient authorization or court order.

G. Amendments

This document reflects and constitutes the entire AGREEMENT between the parties. Any amendments or changes to this AGREEMENT shall be agreed upon in writing, specifying the change(s) and the effective date(s), and shall be executed by duly authorized representatives of both parties

H. Venue and Jurisdiction

This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and PROVIDER hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.

I. Notice

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

**NTFPD AMBULANCE AGREEMENT
PLACER COUNTY**

If to PROVIDER:

Michael Schwartz, Fire Chief
North Tahoe Fire Protection District
PO Box 5879
Tahoe City CA 96145-5879

With Mandatory Copy to:

Steven C. Gross
Porter Simon, P.C.
40200 Truckee Airport Road
Truckee, CA 96161
Counsel

If to AGENCY: Victoria Pinette, Regional Executive Director
Sierra-Sacramento Valley EMS Agency
5995 Pacific St.
Rocklin CA 95677

NTFPD AMBULANCE AGREEMENT
PLACER COUNTY

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.



Victoria Pinette

Regional Executive Director

S-SV EMS Agency

5995 Pacific St.

Rocklin CA 95677

Date: 9/7/17

President

North Tahoe Fire Protection District

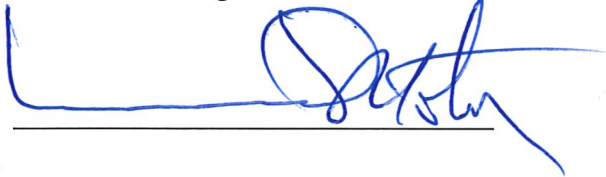
PO Box 5879

Tahoe City CA 96145-5879

Date: 9/8/17

APPROVED BY:

JPA Governing Board of Directors



Leonard Moty, Chairperson

Date: 9/8/17

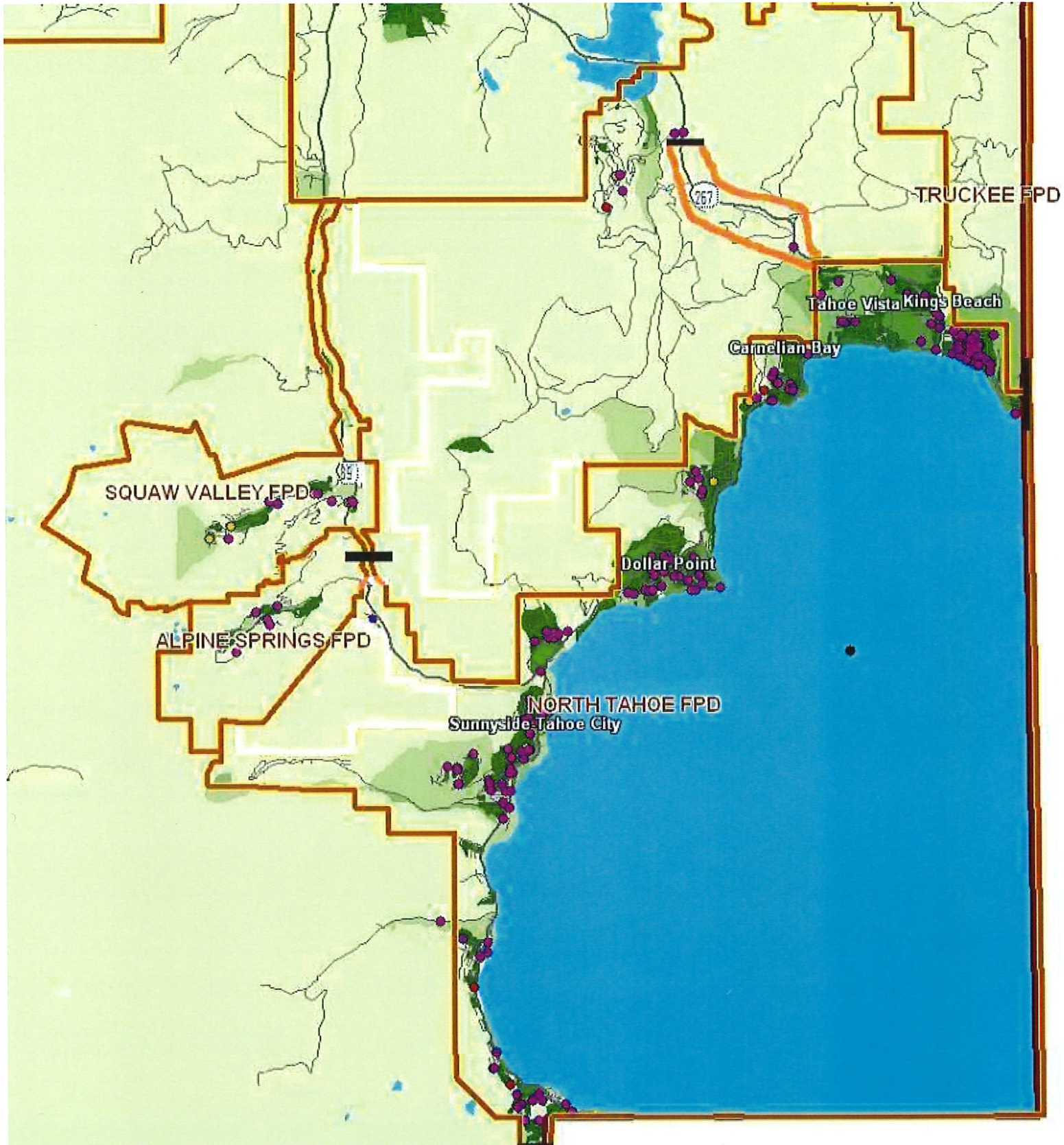


Brian Wirtz, Deputy County Counsel

Date: 9/8/17

**NTFPD AMBULANCE AGREEMENT
PLACER COUNTY**

EXHIBIT A – MAP




**NTFPD AMBULANCE AGREEMENT
PLACER COUNTY**

EXHIBIT B – POLICY

Sierra – Sacramento Valley EMS Agency Program Policy

911 Ambulance Response Time Criteria

	Effective: DRAFT	Next Review: DRAFT	415
	Approval: Troy M. Falck, MD – Medical Director		DRAFT
	Approval: Victoria Pinette – Executive Director		DRAFT

PURPOSE:

To establish response time standards and reporting criteria for applicable 911 ambulance providers.

AUTHORITY:

- A. California Health and Safety Code, Division 2.5, § 1797 et seq.
- B. California Code of Regulations, Title 22, Division 9.
- C. California Vehicle Code, Division 11, § 21055.
- D. California Code of Regulations, Title 13, Division 2, Chapter 5, § 1100.7 and 1105.
- E. California EMS Authority, EMS System Standards and Guidelines, § 4.06.

DEFINITIONS:

- A. Ambulance Response Zone – A geographic area with boundaries established by the S-SV EMS Agency.
- B. Code 2 – A non-life-threatening emergency response without the use of emergency lights or siren.
- C. Code 3 – An emergency response using emergency lights and siren.
- D. Dispatch Time – The time when a 911 ambulance is notified of a request for an emergency ambulance.
- E. On Scene Time – The time when a 911 ambulance arrives at the address or staging area of an emergency call.
- F. Provider Dispatch Center – A dispatch center that the PSAP or Secondary PSAP transfers/relays emergency calls to for the purpose of dispatching 911 ambulance resources.

notify S-SV EMS of the call(s) that they are excluding, the total response time for the excluded call(s), and the reason why the excluded call(s) were late.

G. The 911 ambulance provider is responsible for maintaining official response times in a secure manner that prevents the changing of any information without such a change being permanently recorded.

H. 911 ambulance providers shall submit a monthly response time compliance report, utilizing CAD data, to S-SV EMS. All records are subject to audit by S-SV EMS.

AMBULANCE PROVIDER RESPONSE TIME CRITERIA:

American Medical Response (Placer County)	
Ambulance Response Zone	Response Time Standard
City of Roseville	8 minutes/90% of the time
City of Rocklin	8 minutes/90% of the time
Auburn City & Surrounding Areas	8 minutes/90% of the time
City of Lincoln	10 minutes/90% of the time
East of Auburn including Colfax	15 minutes/90% of the time
West of Auburn to Rocklin	15 minutes/90% of the time
AMR Placer County Rural 20	20 minutes/90% of the time
AMR Placer County Wilderness	As soon as possible

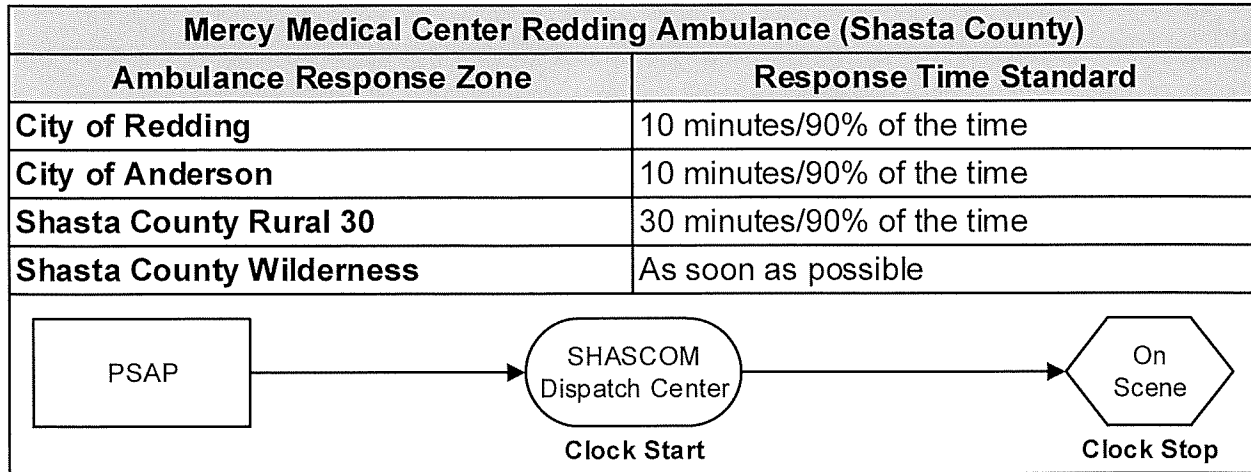

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    graph LR
      PSAP[PSAP] --> SecondaryPSAP[Secondary PSAP  
(in some cases)]
      SecondaryPSAP --> AMRDispatchCenter((AMR Dispatch Center))
      AMRDispatchCenter --> OnScene{{On Scene}}
      AMRDispatchCenter --- ClockStart[Clock Start]
      OnScene --- ClockStop[Clock Stop]
  
```

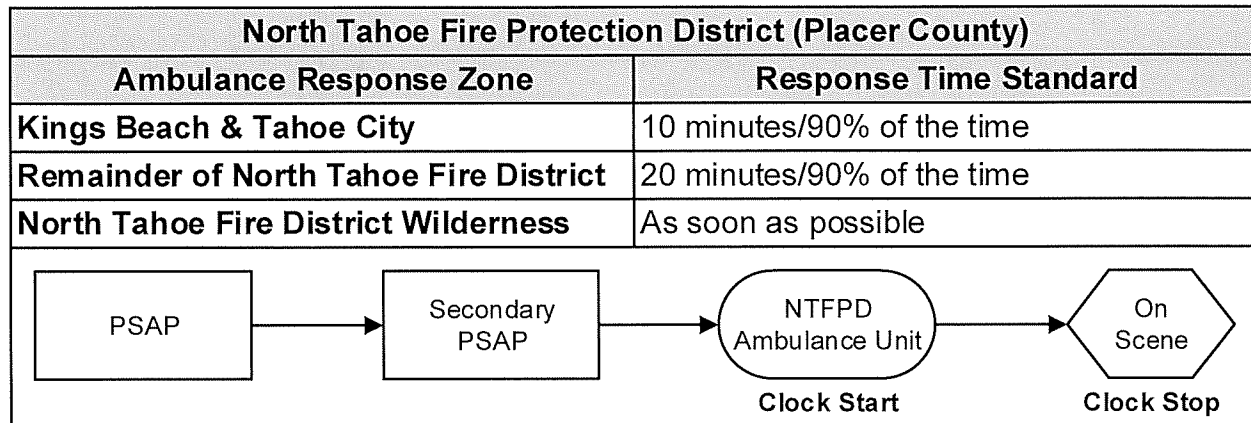
American Medical Response (Shasta County)	
Ambulance Response Zone	Response Time Standard
City of Redding	10 minutes/90% of the time
City of Anderson	10 minutes/90% of the time
Shasta County Rural 30	30 minutes/90% of the time
Shasta County Wilderness	As soon as possible


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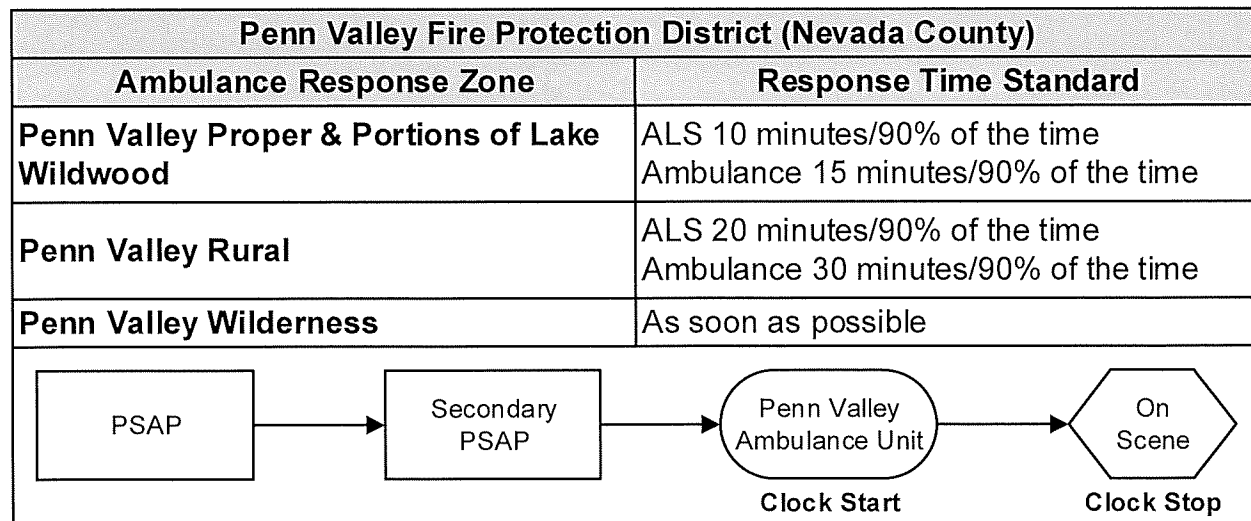
    graph LR
      PSAP[PSAP] --> SHASCOMDispatchCenter((SHASCOM Dispatch Center))
      SHASCOMDispatchCenter --> OnScene{{On Scene}}
      SHASCOMDispatchCenter --- ClockStart[Clock Start]
      OnScene --- ClockStop[Clock Stop]
  
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Truckee Fire Protection District (Nevada County)

Ambulance Response Zone	Response Time Standard
City of Truckee	10 minutes/90% of the time
Truckee/Donner Summit Rural 20	20 minutes/90% of the time
Truckee/Donner Summit Wilderness	As soon as possible


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    graph LR
      PSAP[PSAP] --> SecondaryPSAP[Secondary PSAP]
      SecondaryPSAP --> AmbulanceUnit((Truckee Fire Ambulance Unit))
      AmbulanceUnit --> OnScene{{On Scene}}
      AmbulanceUnit --- CS[Clock Start]
      OnScene --- CStop[Clock Stop]
  
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Westside Ambulance (Glenn County)

Ambulance Response Zone	Response Time Standard
Orland 10	10 minutes/90% of the time
Orland 20	20 minutes/90% of the time
Orland Wilderness	As soon as possible


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    graph LR
      PSAP[PSAP] --> MEDCOM((MEDCOM Dispatch Center))
      MEDCOM --> OnScene{{On Scene}}
      MEDCOM --- CS[Clock Start]
      OnScene --- CStop[Clock Stop]
  
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Willows Ambulance (Glenn County)

Ambulance Response Zone	Response Time Standard
Willows 10	10 minutes/90% of the time
Willows 20	20 minutes/90% of the time
Willows Wilderness	As soon as possible


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    graph LR
      PSAP[PSAP] --> MEDCOM((MEDCOM Dispatch Center))
      MEDCOM --> OnScene{{On Scene}}
      MEDCOM --- CS[Clock Start]
      OnScene --- CStop[Clock Stop]
  
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