

**This AGREEMENT, is entered into this 12th day of January, 2015 (effective Date)
Between Sierra-Sacramento Valley Emergency Medical Services Agency
(AGENCY), and Enloe Hospital (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, Nevada, Sutter, Yuba, Butte, Colusa, Tehama, Colusa and Siskiyou; and

WHEREAS, the County of Colusa, (denoting the political entity), has delegated to AGENCY various EMS responsibilities contained in COUNTY'S Ambulance and Medical Transportation Ordinance, including the development of provider agreements for qualified "non-exclusive" 911 PROVIDERS operating with the COUNTY and the monitoring of ambulance operations generally within County; and

WHEREAS, the PROVIDER desires to be approved by AGENCY to provide Advanced Life Support Services in COUNTY and

WHEREAS, AGENCY, contingent upon PROVIDER complying with the conditions set forth below, approves PROVIDER as an Advanced Life Support Transport Provider,

Now THEREFORE, it is agreed by and between the parties hereto 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, inspected and licensed by California Highway Patrol, and in compliance with all prehospital care policies and procedures adopted by AGENCY

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

Automatic Vehicle Locator (AVL) a wireless communications 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 may be found at 42 CFR – 414.605

Emergency - The function 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 Colusa County Public Safety Answering Point (PSAP) or Code 3 requested through a seven (7) digit private call.

EMS Provider Dispatch Center – A communications center capable of directly, via pager and/or radio communications, 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 Incident Commander is the individual responsible for the management of all incidents 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 response area (Colusa County), for emergency ambulance at the

scene. The request could be initiated through dispatch centers, public safety enforcement agencies or by S-SV EMS.

Operational Report – The monthly operational report 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 practice 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 the first CAD key-stroke of a 9-1-1 call at the PROVIDERS dispatch center 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 Care Committee (EMCC) and Fire Chiefs Committees and set forth in Exhibit A.

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 86079(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 – Unified Command is 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, subject to the limitations contained herein, be for an initial period of twenty-four (24) months beginning January 13, 2015 and shall be automatically renewed for successive twenty-four (24) month periods upon review of acceptable performance by the PROVIDER.
- B. AGENCY, or its 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 had 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 in such performance remains practical under the prevailing standards of the emergency medical service 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, without cause, by providing at least one hundred twenty (120) calendar day's prior written notice to the other party.

III. SPECIFIC RESPONSIBILITIES OF AGENCY:

A. Administration

- 1. Agency Director, or designee is authorized to act on behalf of AGENCY in all matters related to this AGREEMENT
- 2. 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.

3. 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 three 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 fifteen (15) days prior written notice of any audits under this paragraph.
4. 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.
5. 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.
6. AGENCY'S duly authorized representatives(s) may ride as a third person on any of PROVIDER'S ambulance units or supervisor units when exercising AGENCY'S right to inspect or observe. AGENCY will provide reasonable notice to PROVIDER to limit any potential conflict with interns, normally scheduled riders, or ongoing operations.
7. AGENCY may, from time to time, publish information on provider performance as deemed appropriate by AGENCY.
8. 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 COUNTY. If regulated, the schedule of rates may be adjusted by COUNTY upon the receipt of a request by AGENCY.
9. To prevent cost shifting that is not in the interests of the County system; PROVIDER shall not discount published charges to any patient, third party payor or other responsible party, except for patients who demonstrate financial hardship on an individual case by case basis as determined by the PROVIDERS under PROVIDER'S financial hardship policies.

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 THE PROVIDER

A. Ambulance Personnel

1. PROVIDER agrees to maintain records of driver's 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

1. 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 crews who are scheduled to work a twenty-four (24) hour shift.

C. Deployment of Ambulance Units and Posting Plan

1. PROVIDER shall, at a minimum, meet with AGENCY to review the Colusa County deployment plan on a quarterly basis or as requested by AGENCY.
2. The Colusa County Deployment Plan shall be presented by the PROVIDER to AGENCY upon execution of this AGREEMENT and provide for adequate ambulance coverage within the mutually agreed response areas.
3. PROVIDER shall notify AGENCY within thirty (30) days in writing of any proposed change in the Deployment Plan.
4. PROVIDER agrees to post an ambulance in Williams 24/7 days a week
5. PROVIDER agrees to post an ambulance in Colusa 10 hours a day/7 days a week between 1100 hours and 2100 hours.
6. Subject to the provisions of subparagraph 8 (immediately below) PROVIDER may implement temporary adjustments or modifications, not

exceeding three days, to its Deployment Plan to meet operational needs or changes in demand without notice to AGENCY. If adjustments or modifications exceed three days, AGENCY shall be notified thereof.

7. During the first 90 days of operations under this AGREEMENT, PROVIDER shall adhere to the initial Deployment Plan submitted herein unless otherwise agreed to by the parties. Thereafter, for the term of this AGREEMENT, the Deployment Plan may be altered by PROVIDER only with the AGENCY'S approval, to produce the required response time performance with the greatest possible efficiency.
8. The Deployment Plan shall address how PROVIDER adjusts and prioritizes staffing and back-up coverage when unforeseen increased staffing issues develop.
9. Issues arising from the PROVIDER'S operational report may be referred to the EMCC by AGENCY.

C. 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 (when provider provides ambulance dispatch services), dispatch 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 interfacility transfer only when the Dispatch Center has released the unit for such non-emergency use, and there are other ALS 9-1-1 ambulances staffed and immediately available to meet performance standards as defined herein. In no event shall the Dispatch Center release more than one ALS 9-1-1 unit assigned to the 9-1-1 system to conduct a non-emergency transport unless ordered by an Emergency Room Physician or as otherwise provided herein or may be required by law.
5. PROVIDER shall not permit any of its employees, including dispatchers, 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.

D. Response Times

1. Ambulance response times will be monitored by AGENCY Contract Compliance Manager and reported to Colusa County and the JPA Governing Board of Directors. Every ambulance unit must 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 report, utilizing CAD data to AGENCY. If CAD data is not available, PROVIDER will provide a monthly response time report in a format agreed to by the AGENCY.
4. In the event of a prolonged response time 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 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 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.
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 service from an AGENCY authorized ambulance provider in adjacent areas to provide coverage. Should this be necessary PROVIDER shall notify Colusa County Sheriff's Dispatch of the responding unit's location and identifier in order for the information to be passed along to first responder units at

scene. PROVIDER shall make it's best effort to request mutual aid from another ambulance company that is able to communicate with fire on Colusa Local Government or Colusa Red Fire.

8. PROVIDER shall always inform the PSAP of such alternate service movements, the back-up providers estimated time of arrival (ETA) to the emergency and responding location, immediately upon dispatch.
9. In cases of mutual/automatic aid responses into the Colusa County 9-1-1 system from adjacent EMS provider(s) the response time standard will be considered to be "best effort" unless otherwise designated by the AGENCY.
10. PROVIDER shall notify AGENCY and jurisdictional Fire Chief if there are no units available from Glenn, Butte, Sutter or Yolo Counties to provide mutual aid.
11. 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.
12. In the event that the monthly operations report indicates that PROVIDER has not met the 90% response time standard within their mutually agreed response area, 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.

E. Disaster/Emergencies

1. PROVIDER(S) shall participate in all countywide emergency disaster drills.
2. All field and supervisory personnel shall be trained in SEMS, Incident Command and the OES Region III 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(S) shall respond to any 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.

5. PROVIDER shall take steps to ensure the continuation of services in the event of labor actions effects PROVIDER operations, in order to ensure continuous, uninterrupted service by PROVIDER under this AGREEMENT.
6. PROVIDER shall immediately notify AGENCY by phone or pager and in writing, of any major incident or event that may impact its ability to render services under this AGREEMENT.

F. Rules and Regulations

1. PROVIDER agrees to adhere to all applicable federal, state or local laws that exist now or in the future, related to the emergency medical series industry and services provided under this AGREEMENT including, but not limited to, the following:
 - a. The Sierra-Sacramento Valley EMS Agency Policy Manual.
 - b. The California Vehicle Code.
 - c. The H&SC, Division 2.5, Chapter 2, Section 1797 et.seq.
 - d. The California Highway Patrol Ambulance Drivers handbook.
 - e. Title 13 of the California Code of Regulations.
 - f. Title 22 of the California Code of Regulations.
 - g. California Business and Professions Code.
 - h. Colusa County Ambulance Ordinance.
 - i. Federal and State Occupational Safety and Health Administration (OSHA) Blood Borne Pathogen Training Requirements.
 - j. Federal and State OSHA mandated Hazardous Materials Awareness Training Compliance.

G. Provider Policies and Procedures:

1. PROVIDER shall have written policies and procedures available in its offices which shall address the following:
 - a. Recruitment.
 - b. Pre-employment screening/hiring standards.
 - c. Orientation and training program for new employees.
 - d. In-Service training and education.
 - e. Probation period.
 - f. Refresher course training
 - g. Personnel evaluations.
 - h. Wage, salary, benefits packages, and general work conditions.
 - i. Work schedules/work coverage protocols.

- j. Dispatch Protocols and policies which include continuous quality improvement.
- k. Evaluation and handling of patients in the provisions of service.
- l. Role and responsibilities of field supervisors.
- m. Employee job descriptions, including, but not limited to, all field, supervisory and management personnel.
- n. Mapping educations and familiarization with Colusa County.
- o. Notification of appropriate PSAP when responding Code 3 to a request for service outside the 9-1-1 system.

- p. All such policies and procedures shall be available to AGENCY upon request at all reasonable times for review and copying.

H. 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 Regulations, Title 22 Div. 9 Ch. 2 10006.1.
- 2. PROVIDER shall notify AGENCY Medical Director and EMS Authority in writing, with all supporting documentation, within thirty (30) days of employment action taken with Paramedics as specified in the California H&SC Section 1799.112.
- 3. PROVIDER shall continually supervise its operations through a field supervisor.
- 4. PROVIDER shall identify to AGENCY, in writing, a CQI Coordinator.
- 5. PROVIDER shall identify to AGENCY, in writing, a Medical Director who shall be an M.D. or O.D. licensed to practice in California.
- 6. 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. Service 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.

I. Equipment

- 1. PROVIDERS shall schedule regular and preventive maintenance for all vehicles and shall furnish all fuel, lubricant, and maintenance services necessary for the safe and reliable operation of vehicles.

2. PROVIDER shall immediately notify AGENCY by phone or pager and in writing, of any major incident or critical failure of ambulance or equipment.

J. Integration of Services

1. Resupply/Equipment Exchange Program: PROVIDER shall continue to cooperate with first responders in restocking of disposable medical supplies used on scene on a one to one exchange basis and the exchange of spine immobilization devices.

K. Records

1. PROVIDER shall initiate a Patient Care Report from 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 605A, Mandatory Data Elements
2. PROVIDER will utilized the AGENCY selected E-PCR program or may utilize an equivalent system approved by AGENCY, but PROVIDER must at their own expense, cover any cost associated with needed data conversion in order for AGENCY to collect State of California mandated data elements. Data must be submitted to AGENCY data vendor no later than the 15th day each month. Failure to do so will result in a penalty of \$1,000 for each month of non-compliance. As of the execution of this agreement Agency vendor is ImageTrend.
3. PROVIDER shall retain a copy of the EMS Patient Care Report Form for a minimum of seven (7) years or, if for a minor, seven (7) years past the age of majority, whichever is greater.
4. 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.
5. PROVIDER shall, when operating an ambulance dispatch center, maintain electronically time-stamped communications records on the dispatch of all 9-1-1 emergency ambulance vehicles for a minimum of one year.
6. Upon request of AGENCY, PROVIDER shall, when operating an ambulance dispatch center, explore the establishment of a data linkage between the PSAP and EMS PROVIDER'S dispatch center. PROVIDER and AGENCY will meet prior to the beginning of any new communications project to discuss its implementation, feasibility, cost and funding sources.

Implementation of any new communication system is subject to negotiation and written agreement by AGENCY and PROVIDER.

L. Code of Ethics and Corporate Integrity

PROVIDER requires its employees to reference and use its Code of Business Conduct and Ethics and any Corporate Integrity Agreements. PROVIDER will provide AGENCY a current copy of the Code of Business Conduct and Corporate Integrity Agreements upon request.

M. Conflict of Interest

1. PROVIDER shall comply will 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.
3. PROVIDER shall immediately make full written disclosure of such facts to AGENCY should PROVIDER become aware of a conflict. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

N. MATERIAL BREACH OF AGREEMENT

1. Notice of Default.

- a. AGENCY shall have the right to terminate or cancel AGREEMENT in the event PROVIDER materially breaches a term or condition of this AGREEMENT.

2. Definition of Material Breach.

- a. **Breach is defined as:** An infraction or violation of an obligation or requirement as set forth with this AGREEMENT. Conditions which shall constitute a material breach of this AGREEMENT by the PROVIDER shall include, but are not limited to, the following:
 - b. Failure to comply with response time requirements within the response area for three (3) consecutive calendar months or for a total of four (4) months in any twelve (12) consecutive month period.
 - c. PROVIDER'S response time compliance falls below eighty percent (80%) for any two (2) month period within the term of this agreement. Following the first months infraction, AGENCY shall notify PROVIDER

of infraction and PROVIDER will be required to submit to AGENCY a Corrective Action Plan within ten (10) business days of notification.

- d. 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.
- e. Failure of PROVIDER to maintain in force throughout the term of the AGREEMENT, including any extensions thereof, the insurance coverage required herein.
- f. 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.
- g. Any act or omission of PROVIDER, which, in the reasonable opinion of AGENCY Medical Director, poses a serious risk to public health and safety.
- h. Filing of a bankruptcy petition by or against PROVIDER, alleging that 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.
- i. 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.
- j. 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.

3. **Dispute Resolution**

- a. If PROVIDER commits a material breach of its AGREEMENT to provide ambulance services, then AGENCY following the procedures set forth herein and with the approval of the JPA Governing Board may terminate AGREEMENT, remove PROVIDER from its position as ambulance provider and/or take remediation measure as set forth herein.
- b. 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 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 rebut the preliminary determination; or (ii) forty-five (45) days to cure in there is not imminent risk to the public health and safety ("Cure Period"). Upon a request by PROVIDER, AGENCY may extend the Cure Period.

- c. 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 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.
- d. The JPA Governing Board shall make a decision as follows:
 1. The JPA Governing Board shall set forth recommended finding on the issue of whether a material breach has occurred.
 2. 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.
 3. If the JPA Governing Board recommends a finding that a material breach has occurred, the JPA Governing Board shall then make a finding of 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.
- e. 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 should be taken by the JPA Governing Board.

- f. 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 deliver to the person in charge of the PROVIDER'S principal place of business during regular business hours.
- g. 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 AGREEMENT, remove PROVIDER from its position as ambulance provider and/or take remediation measures as set forth herein.
- h. If the JPA Governing Board decides that there has been a material breach without presenting a danger to the public health and safety. PROVIDER will cure the Breach within forty-five (45) days or AGREEMENT will be terminated.
- i. PROVIDER shall not be prohibited from disputing any such finding by the JPA Governing Board of material breach through litigation.
- j. The JPA Governing Board shall be the final authority, subject to judicial review.

O. REMEDIATION MEASURES

- 1. Remediation Measures Cooperation: PROVIDER shall cooperate completely and immediately with the JPA Governing Board and its agents to effect any immediate remediation measures ("Remediation Measures"). Remediation measures may included:
 - a. Creation of a remediation plan that requires PROVIDER to meet certain objectives within specific time periods and established specific consequences for PROVIDERS failure to meet the objectives. Any cost associated with the "remediation plan" development or implementation will be at the PROVIDER'S sole expense.
 - b. "Remediation Plans" developed by the PROVIDER will be submitted to the AGENCY in writing within ten (10) business days of request, provided the PROVIDER'S deficiency does not pose a risk to the health and safety of the COUNTY population.

2. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

- a. The MEDICAL PROVIDER hereby agrees to protect, defend, indemnify, and hold AGENCY COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other

expenses incurred by AGENCY COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. MEDICAL PROVIDER agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the MEDICAL PROVIDER. MEDICAL PROVIDER also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against MEDICAL PROVIDER or the COUNTY or to enlarge in any way the MEDICAL PROVIDER'S liability but is intended solely to provide for indemnification of AGENCY from liability for damages or injuries to third persons or property arising from MEDICAL PROVIDER'S performance pursuant to this contract or agreement.

- b. As used above, the term AGENCY means AGENCY or its officers, agents, employees, and volunteers.

3. **INSURANCE:**

- a. MEDICAL PROVIDER shall file with the COUNTY concurrently herewith a Certificate of Insurance evidencing all coverages, limits, and endorsements listed below, in companies acceptable to COUNTY, with a Best's Rating of no less than A-
- b. Medical Malpractice Liability Insurance for all activities of the MEDICAL PROVIDER and his/her employees arising out of or in connection with this Agreement in an amount of no less than one million dollars (\$1,000,000) in the aggregate annually.
- c. In the event MEDICAL PROVIDER cannot provide an occurrence policy, MEDICAL PROVIDER shall provide insurance covering claims made as a result of performance of the Agreement and shall maintain such insurance in effect for six (6) months following completion of performance of this Agreement.
- d. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of the MEDICAL PROVIDER, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - 1. Premises and operations;

2. Products and completed operations;
 3. Contractual liability insuring the obligations assumed by the MEDICAL PROVIDER in this Agreement;
 4. Broad form property damage (including completed operations); Explosion, collapse, and underground hazards; and Personal injury liability.
 5. 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 Contract.
- e. One of the following forms is required:
1. Comprehensive General Liability;
 2. Commercial General Liability (Occurrence);
- or
3. Commercial General Liability (Claims Made).
- f. If MEDICAL 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:
1. One million dollars (\$1,000,000) each occurrence
 2. Two million dollars (\$2,000,000) aggregate
- g. If MEDICAL PROVIDER carries a Commercial General Liability(Occurrence) policy: The limits of liability shall not be less than:
1. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 2. One million dollars (\$1,000,000) for Products-Completed
- h. Operations
1. Two million dollars (\$2,000,000) General Aggregate
 2. 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 two million (\$2,000,000.)
- i. Special Claims Made Policy Form Provisions:
1. MEDICAL PROVIDER shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:
 - a. The limits of liability shall not be less than:
 1. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 2. One million dollars (\$1,000,000) aggregate for Products

j. Completed Operations

1. Two million dollars (\$2,000,000) General Aggregate

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

2. **ENDORSEMENTS:**

- a. Each Comprehensive or Commercial General policy shall be endorsed with the following specific language:
1. "The County of Placer, 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."
- b. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- c. "This policy shall not be changed without giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for nonpayment of premium to the County of Placer."

3. **AUTOMOBILE LIABILITY INSURANCE:**

- a. Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- b. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

4. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY**

INSURANCE:

- a. 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.
- b. If there is an exposure of injury to MEDICAL PROVIDER'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.

c. Each Worker's Compensation policy shall be endorsed with the following specific language:

1. Cancellation Notice - "This policy shall not be changed 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 County of Placer."
2. CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

d. Indemnification

1. PROVIDER shall defend, indemnify and hold harmless AGENCY, its officers, directors, agents, employees and volunteers from and against all demands, claims, action, 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 PROVIDERS 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, loses, 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 officer, 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 omission 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, AGENCY and PROVIDER'S subcontractors.

e. Insurance

1. Concurrent with 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- " Showing:
2. Medical Malpractice Liability Insurance for all activities of PROVIDER and his/her employees arising out of or in connection with this AGREEMENT in an amount of no less than three million Dollars 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.
3. 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. Board from property damage (including completed operations);
 - e. Explosion, collapse, and underground hazards;
 - f. Personal injury liability.
4. 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.
5. One of the following forms is required:
 - a. Comprehensive General Liability
 - b. Commercial General Liability (Occurrence); or
 - c. Commercial General Liability (Claims Made).
6. 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 Liability of:
 - a. One million dollars (\$1 million) each occurrence

- b. Three million dollars (\$ 3 million) aggregate
- 7. If PROVIDER carries a Commercial General Liability (Occurrence) Policy The limits of liability shall not be less than:
 - a. _____ dollars (\$_____) each occurrence
(combined single limit for bodily injury and property damage)
 - b. _____ dollars (\$_____) for Products-Completed Operations
 - c. _____ dollars (\$_____) General Aggregate
- 8. 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 three million dollars (\$ 3 million) per policy.
- 9. Special Claims Made Policy Form Provisions:
 - a. 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:
 - b. The limits of liability shall not be less than:
 - c. Five million dollars (\$5,000,000) each occurrence
(combined single limit for bodily injury and property damage)
 - d. Five million dollars (\$5,000,000) aggregate for Products Completed Operations
 - e. Five million dollars (\$5,000,000) General Aggregate
 - f. 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 in the policy is a claim made policy.
- g. Endorsements**
 - a. 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 ad 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 Colusa County.”

h. Automobile Liability Insurance

1. 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.

i. 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:

3. 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 business days of occurrence.
4. Any third party claim or lawsuit filed against PROVIDER arising from or related to services performed by PROVIDER under this AGREEMENT.
5. 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 PROVIDER AGREEMENT REQUIREMENTS

A. Non-Discrimination

1. During the performance of the AGREEMENT, PROVIDER and his 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. Drug-Free Workplace

1. 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 1998, 41 U.S.C., section 701et seq., and the California Drug-Free Workplace Act of 1990, Government Code section 8535.

C. Transferability

1. PROVIDER shall not assign its rights or delegate its duties hereunder without the prior express written authorization of the AGENCY. This provider AGREEMENT is NOT transferable by PROVIDER to another PROVIDER, entity, corporation, company, business or municipality without the prior express written authorization of the AGENCY.

D. Independent Contractor

1. 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.

E. Confidentiality

1. 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 PROVIDER would be required to comply with such requirements.
2. 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.
3. 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.
4. PROVIDER ensures that any subcontractors' agents receiving health information related to this AGREEMENT agree to the same restrictions and conditions that apply to PROVIDER with respect to such information.
5. PROVIDER understands and agrees that although HIPAA requires these paragraphs to be included in Business Associate Agreements, 42 D.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.

F. Amendments

1. 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 changes(s) and the effective dates(s), and shall be executed by duly authorized representatives of both parties. Any changes that may result in Federal, State or County laws, regulations or

ordinances, relating to employment, non-discrimination, drug screening and patient confidentiality that occur during the term of this AGREEMENT shall automatically be incorporated into this agreement and compliance with such changes will be required by the PROVIDER.

G. Notice


1. 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 deliver, 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:

To PROVIDER:

Mike Wiltermood, President/CEO
Enloe Hospital
2175 Rosaline
Redding CA 96001

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

For **SIERRA-SACRAMENTO VALLEY EMERGENCY MEDICAL SERVICES AGENCY**

By 
Victoria Pinette
Regional Executive Director

Date 3/13/15

For **SIERRA-SACRAMENTO VALLEY EMERGENCY MEDICAL SERVICES JPA GOVERNING BOARD OF DIRECTORS**

By 
Leonard Moty, Chairperson

Date 3/13/15

For Enloe Hospital

By 
Mike Wiltermood, President/CEO

Date 2/18/2015

APPROVED AS TO FORM:

By 
Brian Wirtz, AGENCY
Deputy County Counsel

Date 3/13/15