Yuba County
Emergency Medical Services
Ambulance Transport Provider Agreement

SIERRA – SACRAMENTO VALLEY EMS AGENCY
And
BI-COUNTY AMBULANCE

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AGREEMENT WITH BI-COUNTY AMBULANCE
A CALIFORNIA CORPORATION FOR
EMERGENCY AMBULANCE SERVICE IN
YUBA COUNTY

THIS AGREEMENT, entered into this 1st day of January 2024 and ending on December 31, 2026, by and between the **SIERRA-SACRAMENTO VALLEY EMS AGENCY**, hereinafter called **"Agency"** and **BI-COUNTY AMBULANCE**, a California corporation, hereinafter called **"Contractor"**;

RECITALS OF AUTHORITY

Whereas the California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act California Health and Safety Code, Division 2.5, Sections 1797, *et seq.*at Section 1797.224 and Section 1797.85, allows the local EMS agency (LEMSA) to create Exclusive Operating Areas (EOAs) to restrict operations to one or more providers of emergency ambulance services and advanced life support (ALS) services in the development of a local plan through a competitive bid process or without a competitive bid process if the area has been served in the same scope and manner without interruption since January 1, 1981; and

Whereas, pursuant to California Health and Safety Code, Section 1797.200, Yuba County has designated the Agency to be the LEMSA, and to develop a written agreement with any qualified paramedic service provider that wishes to participate in the ALS program in Yuba County; subject to the rights of providers who are granted EOAs; and

Whereas the California Code of Regulations, Title 22, Section 100168 (b)(4) requires paramedic service providers to have a written agreement with the LEMSA to provide ALS; and

Whereas, Contractor, a private ambulance company, and its predecessors in business, have continually rendered services as the sole providers of emergency ambulance transport within Yuba County since before January 1, 1981; and

Whereas, Agency on December 16, 2005, originally granted Contractor the exclusive right to serve specific areas of operation within Yuba County as the sole emergency ground ambulance provider pursuant to the "grandfathering provisions" of the California Health and Safety Code, Division 2.5, section 1797.224; and as indicated in the EMS Plan approved by the State of California Emergency Medical Services Authority; and

Whereas, Agency and Contractor wish to recognize their respective rights and obligations with respect to the provision of emergency ground ambulance services within certain areas of operation within Yuba County, as shown in Exhibit A, hereto incorporated by reference; and

Whereas the Yuba County Code "Ambulance Ordinance", Ch.6.05, Ordinance #1388, establishes that EOAs and/or Non-EOAs shall be designated.

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 Contract Administration

The Agency Executive Director shall serve as the Contract Administrator and shall represent Yuba County in all matters pertaining to this Agreement and shall administer this Agreement on behalf of Yuba County. The Contract Administrator or his/her designee may:

A. Audit and inspect Contractor's financial records, operational records, and patient care records.

B. Monitor Contractor's EMS service delivery for compliance with standard of care as defined through law, Agency policies and medical protocols.
C. Provide technical guidance, as the Contract Administrator deems appropriate.

1.2 Term of Agreement

A. The term of this Agreement shall commence at 0001 hours on January 1, 2024, and terminate at 2400 hours on December 31, 2026, unless terminated earlier pursuant to the terms and conditions of this Agreement.
B. The Agency, at its sole discretion, may extend this Agreement, with or without modification, for a successive period of up to five (5) years based on the Agency's assessment of current EMS system conditions/circumstances and Contractor's performance in meeting and/or exceeding the standards outlined in this Agreement.
C. The Agency shall provide Contractor with written notice of its intent to extend this Agreement at least thirteen (13) months prior to the scheduled end of the Agreement term.
D. If Contractor does not want to continue providing services as stipulated in this Agreement after the end of the Agreement term, Contractor must give the Agency notice of its intent not to extend the Agreement at least twelve (12) months prior to the scheduled end of the Agreement term.

1.3 Contract Response Area

A. All requirements described in this Agreement apply to the Yuba County EOA as shown in Exhibit A.
B. All of the following requests for emergency ground ambulance service originating in the areas shown in Exhibit A shall be referred to the Contractor, and Contractor shall provide all emergency ambulance responses and ground transports as follows:

1. Made in response to 911/Public Safety Answering Point (911 DISPATCH CENTER) requests.
2. Made in response to requests for immediate ambulance service transmitted through an authorized 911 DISPATCH CENTER.
3. Made in response to requests for emergency ambulance service made directly to any ambulance service from a private telephone call without going through an authorized 911 DISPATCH CENTER.
4. Any other request for service requiring an emergency ground ambulance response, as defined by Agency's policies and procedures.

C. In consideration for providing emergency ground ambulance services in accordance with the terms described herein, Contractor is granted an EOA encompassing the ambulance response zone areas shown in Exhibit A. Within such EOA, Contractor shall be entitled to be the exclusive provider of all emergency ground ambulance services during the period of this Agreement and any extensions of this Agreement. Agency agrees that it shall not administer this Agreement in a manner that will change the manner and scope of Contractor's operation or jeopardize the integrity of its EOA under the California Health and Safety Code, Division 2.5, Section 1797.224.

D. Agency shall not enter into an ambulance provider Agreement with any other firm, agency, city, company, or governmental body, other than the federal government, to provide emergency ground ambulance services within the EOA described herein during the period of this Agreement or any extensions except as described herein, nor shall Agency knowingly permit any ambulance service provider to render such services within the EOA except as provided in this Agreement.

E. This Agreement shall not preclude the use of EMS aircraft resources within the EOA of the Contractor as allowed pursuant to Agency policies, procedures, and protocols.

1.4 Notices

A. All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party or any other person shall be in writing and either personally delivered, sent by email with confirmation of receipt from the receiving party, or sent by prepaid postage, first class mail.
B. Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

Contractor:
Alex Bumpus
President/CEO
BI-COUNTY AMBULANCE
1700 Poole Ave.
Yuba City, CA 95993
alex.bumpus@bicountyambulance.com

Agency:
John Poland
Executive Director
SIERRA – SACRAMENTO VALLEY EMS AGENCY
535 Menlo Drive, Suite A
Rocklin, CA 95765
john.poland@ssvems.com

1.5 Paramedic Service Provider Agreement

This Agreement will also serve as the paramedic service provider agreement required under the California Code of Regulations, Title 22, Section 100168 (b)(4).

1.6 Non-Exclusive Ambulance Service Authorization

In consideration for providing ambulance services in accordance with the terms described herein, Contractor is also entitled to be a non-exclusive service provider for the following types of additional services throughout Yuba County:

A. Basic Life Support (BLS), Limited Advanced Life Support (LALS) and Advanced Life Support (ALS) non-emergency ground ambulance transport services.
B. BLS, LALS and ALS ground ambulance interfacility transport requests.
C. BLS, LALS and ALS special event standby services.

SECTION 2: ROLES AND RESPONSIBILITIES

2.1 Agency's Functional Responsibilities

The Agency seeks to ensure that reliable, high quality prehospital emergency medical care and transport services are provided on an uninterrupted basis. To accomplish this purpose, the Agency shall:

A. Oversee and enforce Contractor's rights as the sole provider of emergency ground ambulance services within Yuba County.
B. Oversee, monitor, and evaluate contract performance and compliance.
C. Provide medical direction and control of the EMS system, to include EMS dispatch.

2.2 Contractor's Functional Responsibilities

During the term of this Agreement, as defined in Section 1.2, Contractor shall:

A. Provide prehospital emergency medical care and transport services in response to emergency medical calls within all areas shown in Exhibit A, twenty-four (24) hours each day, seven (7) days a week, without regard to the patient's financial status.

1. Ambulance response times must meet the response time standards set forth in Agency Policy 415, and every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by the Agency, be equipped, and staffed to operate at the ALS (paramedic) level. Contractor may utilize non-ALS ambulance units for emergency responses covered by this Agreement when necessary/ appropriate and authorized in writing by the Agency.
2. Clinical performance must be consistent with approved medical standards, policies, and protocols.
3. The conduct and appearance of Contractor's personnel must be professional and courteous at all times.
4. Patient transportation and disposition will be according to the Agency's policies and protocols.
5. Services and care delivered must be evaluated by Contractor's internal quality improvement program, and through the Agency's quality improvement program as necessary, to improve and maintain effective clinical performance, to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of Contractor's services.
6. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to a minimum through constant attention to, policy, protocol and procedure performance monitoring/auditing, and prompt and definitive corrective action as appropriate.
7. This Agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and wellintentioned effort, shall not substitute for performance results.
8. If Contractor fails to perform to the Agreement standards, Contractor may be found to be in Major Breach of this Agreement in accordance with the Agreement's terms and promptly replaced in order to protect the public health and safety.

B. Keep a current system status management plan on file with the Agency.

C. Provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required under this Agreement.
D. Furnish equipment/supplies and replacements for those used by Contractor's personnel.
E. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified, licensed and/or accredited.
F. Comply with all prehospital personnel training requirements established by the State of California.
G. Comply with all Agency policies and protocols.
H. Maintain neat, clean, and professional appearance of all personnel, facilities, and equipment.
I. Submit, in a timely manner, reports, which are supported by documentation or other verifiable information, as required by the Agency.
J. Respond to Agency inquiries about service complaints and reports of investigation within 10 business days of notification.
K. Notify Agency of all incidents in which the Contractor's personnel fail to comply with Agency policies/protocols and/or contractual requirements.
L. Contractor assumes full responsibility for prehospital emergency medical response and transport provided by Contractor's organization.

2.3 Transition Planning

A. Contractor is aware that the Agency may initiate a competitive procurement process for the award of Contractor's EOA, in instances of breach of Agreement or upon request of Yuba County. In case this action is taken, and Contractor is not judged to be the successful bidder, there would be a transition of contractors.
B. Should Contractor fail to win any competitive procurement process, Contractor agrees to continue to provide all services at the same level of effort and performance required under this Agreement until the subsequent winning bidder takes over.

C. If Agency initiates a competitive procurement process for the award of Contractor's EOA, and should Contractor fail to win any bid, Contractor acknowledges and agrees that supervisory personnel, EMT's, AEMT's and paramedics, working in the EMS system have a reasonable expectation of long-term employment in this system, even though contractors may change. Accordingly, Contractor shall not penalize or unreasonably terminate any of its employees who applies for work on a contingent basis with competing bidders and shall allow without penalty its employees to sign contingent employment agreements with competing bidders at employees' discretion. Contractor may, however, prohibit its employees from assisting competing bidders in preparing their bid proposals by revealing Contractor's trade secrets or other information about Contractor's business practices or field operations.

SECTION 3: OPERATIONS

3.1 Deployment Requirements

A. Contractor shall continually deploy a minimum of 120 ALS (paramedic staffed) ambulance unit hours on a daily basis (per 24-hour period) within Contractor's combined Sutter and Yuba County EOAs.
   1. Contractor shall schedule/deploy its ALS ambulances according to Contractor's system status management plan, which shall be based on current emergency ambulance utilization demand data.
   2. Contractor may request future modifications to the minimum number of required ALS ambulance unit hours based on demonstratable EMS system changes within Contractor's EOA (e.g., implementation of an Agency approved Medical Priority Dispatch System, sustained reduction in emergency ambulance call volume, etc.).
   3. Any reduction/modification to Contractor's minimum required number of deployed ALS ambulance unit hours shall be appropriately justified and approved in writing by the Agency.

B. Contractor shall deploy resources in such a matter to ensure adequate emergency ambulance coverage in compliance with the response time performance standards contained in this Agreement.

C. Contractor shall redeploy ambulances or add additional ambulance hours if response time performance standards are not met. Failure by Contractor to redeploy or add ambulance units within thirty (30) calendar days of notice by the Contract Administrator shall constitute a Major Breach of Agreement. Contractor shall submit proposed changes in deployment in writing to the Contract Administrator thirty (30) calendar days in advance. The 30-calendar day prior written notice shall be waived if Contractor is adding resources, or if an emergency adjustment is needed to correct an acute performance problem.

D. Contractor shall provide reasonable EMS system standby, mutual aid, or coverage to other areas within the Agency's jurisdictional region, as requested by an Agency Authorized EMS dispatch center or Agency representative.

E. Contractor shall enter into mutual/automatic aid agreements with providers, as recommended by the Agency, in nearby service areas inside or outside Yuba County, but within the Agency's jurisdictional region. Contractor may enter into mutual/automatic aid agreements with providers upon approval of Agency. Contractor shall submit a copy of all executed mutual/automatic aid agreements to the Agency within 180 calendar days from the start date of this Agreement.

F. Contractor's emergency ambulances may not be used for non-emergency requests unless Contractor's dispatch center has released the ambulance in accordance with their system status plan on file with Agency.

G. Contractor agrees to work in good faith with the Agency and other EMS system providers to address identified locations that present barriers to expedient access to patients, (e.g., inadequate address markers, gated communities, and industrial complexes).-

3.2 Response Time Standards

A. **Response Time Performance** – In consideration for being granted authorization to provide emergency ground ambulance services, Contractor agrees to the following:

1. Each incident will be counted as a single response regardless of the number of units that respond.
2. Contractor shall use its best efforts to minimize variations or fluctuations in response time performance.
3. Contractor shall, in the performance of work and provision of services pursuant to the requirements of this Agreement, comply with all federal, state and local laws, regulations, and codes, including the California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, California Health and Safety Code, Division 2.5, Sections 1797 and 1798, California Code of Regulations, Title 13 and 22, Agency policies, procedures and protocols, and the Yuba County Ambulance Ordinance in the performance of this Agreement.
4. Contractor shall utilize appropriately staffed and equipped Agency authorized ambulances to provide services under this Agreement on a twenty-four (24) hour per day, seven days a week basis.
5. Contractor shall capture and record, utilizing an Agency approved Computer Aided Dispatch (CAD) system, all of the following data elements for each and every emergency and non-emergency request for services provided under this Agreement:
    a. Requesting party.
    b. Incident location.
    c. Incident number.
    d. Ambulance response zone.
    e. Nature of incident.
    f. Medical Priority Dispatch System (MPDS) call determinant (if applicable).
    g. EMD performed (if applicable).
    h. Response priority (including upgrades and downgrades).

i. Response unit(s) identifier(s).
j. Call receipt time.
k. Dispatch time.
l. Enroute time.
m. At scene time (if applicable).
n. Patient transport time (if applicable).
o. Arrive destination time (if applicable).
p. Available time.

6. Contractor shall be responsible for complying with the response time performance requirements as specified in Agency Policy 415 for all emergency ground ambulances which fall within Contractor's EOA, including those calls responded to by other emergency ground ambulance providers on mutual/automatic aid request. Response time measurements shall be calculated and reported on a monthly basis. Individual response times shall be provided to fire districts upon request.

B. **Response Time Standards for Code 3 Responses** – Contractor shall ensure that an Agency authorized ambulance arrives at the scene of every Code 3 emergency request as indicated in Agency Policy 415.

C. **Response Time Standards for Code 2 Responses** – At such time that Call Determinacy (Call Triage), is implemented, Contractor shall ensure that an Agency authorized ambulance arrives at the scene of all 911 dispatched Code 2 calls as indicated in Agency Policy 415.

D. **Response Time Calculations**

1. Response times shall be calculated from the time of call receipt by Contractor's dispatch center to the time of arrival on scene of a fully equipped and staffed Agency authorized ambulance.
2. All response times shall be calculated to the hour, minute and second.

E. **Applicable Calls**

1. Response time standards shall apply to all emergency ambulance requests requiring a Code 3 or Code 2 response as determined using MPDS call determinants (when applicable) approved by the Agency.
2. Each incident shall be counted as a single response regardless of the number of ambulances actually utilized, and only the first arriving ambulance's time shall be applicable.

F. **Response Time Compliance**

1. Upon determination by Agency that Contractor has failed to meet response time compliance, penalties will be assessed as outlined in Exhibit B of this Agreement.
   a. For each response time compliance period in which Contractor fails to meet the requirements, penalties will automatically be assessed to the Contractor.
   b. Contractor agrees to pay penalties, measured separately for each response zone for any response time compliance period when response time compliance is not met (Exhibit B).
2. For each month in which any one of the response time requirements in Agency Policy 415 is not met, Contractor shall meet with the Contract Administrator or his/her designee to develop a strategy to address the response compliance problem.

G. **Response Time Exemptions**

1. In some cases, late responses will be excused from financial penalties and from response time compliance reports. Examples of such exemptions include:
   a. Inclement weather conditions which impair visibility or create other unsafe driving conditions.
   b. Wrong address provided by the requesting party.
   c. Unavoidable delay caused by road construction.
   d. Restricted roadway access.
   e. Delays in transferring care to a hospital emergency department.
   f. Authorized mutual aid.

g. Unusual system overload: defined as 150 percent of the average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume.

2. All other exemption requests shall be for good cause only, as determined by the Contract Administration or his/her designee. The burden of proof that there is good cause for an exemption shall rest with Contractor, and Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time.
3. Contractor shall submit exemption requests to the Contract Administrator or his/her designee no later than 12 pm on the 15th calendar day of each month for the previous month's responses. Any exception requests submitted past this required timeframe will be automatically denied.
4. The Contract Administrator or his/her designee shall review each exemption request individually and determine whether to accept or reject each response time exemption request submitted by Contractor. The decision of the Contract Administrator or his/her designee to accept or reject any or all response time exemption requests shall be final.

3.3 Dispatch and Communications Requirements

A. Contractor shall maintain an Agency authorized EMS dispatch center to provide dispatch services for emergency and non-emergency ground ambulance requests on a twenty-four (24) hour per day, seven (7) days a week basis during the term of this Agreement.
B. Contractor shall establish policies that ensure that upon receipt of a private request for ambulance services, that pertinent information including callback number, location, and nature of the incident is ascertained and transferred to the applicable 911 DISPATCH CENTER.

C. Contractor shall ensure that the Agency authorized emergency ambulance, which is geographically closest and having the shortest ETA to the scene, is dispatched to any Code 2 or Code 3 emergency request.

D. Contractor shall ensure that a record of calls, as defined in California Code of Regulations, Title 13, Section 1100.7 is maintained. In addition, Contractor shall maintain a record of all requests for ambulance service.

E. Contractor is aware that Yuba County has initiated a study to evaluate the feasibility of implementing a centralized public safety answering point (PSAP) 911 dispatch system, which may or may not include other surrounding County PSAPs. Contractor agrees to collaboratively participate with Yuba County in this process.

F. Contractor shall obtain, install, and maintain in Contractor's ambulances all such communications equipment as is determined by Agency policies to be necessary for the effective and efficient dispatch of ambulances.

G. For those ambulances that will be responding to 911 calls, GPS location system is required. GPS location system equipment failures shall not result in an ambulance being "out of service," and Contractor shall make reasonable efforts to immediately seek repair of malfunctioning GPS location system equipment.

H. Subject to applicable laws and the permission of the relevant agencies, the equipment shall allow effective and efficient communication with allied public safety agencies, and EMS aircraft service providers.

I. Contractor shall obtain, install, and maintain in Contractor's ambulances all such communications equipment as is determined by Agency policies to be necessary for medical control and patient reporting voice communications with Agency designated base/modified base hospitals.

J. Contractor shall be financially responsible for installation, purchase/rental and maintenance of communication equipment required by this Agreement.

3.4 System Status Plan Compliance

Contractor shall establish and maintain a system status plan compliance program, including:

A. A system to identify response time performance problems in order to identify underlying causes and to mitigate them. Ambulance schedules and the number of hours deployed shall be reviewed and adjusted as needed.
B. The system status plan shall respect the integrity of Contractor's EOA boundaries and shall not be designed or implemented in a way that jeopardizes the continuation of the EOA.
C. The system status plan shall be designed to trigger a mutual/automatic aid request to the closest appropriate Agency approved emergency ground ambulance provider in situations where an emergency ground ambulance response is requested, and Contractor is not the closest emergency ground ambulance provider.
D. No provider shall be permitted to post in another provider's EOA or Non-EOA designated emergency ambulance response zone(s) unless requested to do so by the applicable provider's EMS dispatch center or Agency representative.

3.5 EMS Aircraft Services

A. The Agency reserves the right to allow EMS aircraft providers to operate in the County of Yuba, including within the EOA, for the purpose of providing EMS aircraft transportation services.
B. Contractor and all Agency authorized EMS aircraft providers shall comply with Agency policies and procedures regarding the use of EMS aircraft services.

3.6 Public Safety Standbys

A. When requested by a public safety agency, Contractor shall furnish ALS ambulance or Field Supervisor public safety standby coverage at emergency incidents at the request of the on-scene Incident Commander (IC), if in the opinion of the IC, the situation poses significant potential danger to the personnel of the requesting agency or to the general public.
   1. Contractor may alternatively utilize a BLS or LALS ambulance to provide public safety standby coverage if an ALS ambulance or Field Supervisor is not readily available at the time the request is made.
   2. In instances where a BLS or LALS ambulance is assigned to provide public safety standby coverage, Contractor shall regularly re-evaluate incident circumstances and Contractor's resource availability and assign an ALS ambulance and/or Field Supervisor as soon as possible when able to do so (unless the IC indicates that the continued utilization of a BLS/LALS ambulance is sufficient).

B. Standby requests shall be reported monthly, by Contractor to the Agency, and monitored for proper utilization and impact on response times.

C. The Agency may relieve Contractor of this requirement if the requests are deemed to be unduly burdensome or unnecessary.

3.7 Special Events

Contractor shall adhere to Agency special event policies when providing ALS, LALS or BLS coverage for a special event.

3.8 Outside Work

Contractor shall not be precluded from performing other outside work, such as non-emergency medical transfers.

3.9 Equipment and Supplies

A. Ambulances

1. All ambulance vehicles shall, as a minimum, meet all standards of the California Code of Regulations, Title 13.
2. Ambulances shall be kept in in good working order with regular maintenance scheduled. Maintenance schedules must be kept on file.
3. Contractor shall maintain, and provide to the Contract Administrator, a complete listing of all ambulances (including reserve ambulances) to be used in the performance of the Agreement, including their license and vehicle identification numbers, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under the Agreement shall be reported to the Contract Administrator.

B. Vehicle Maintenance Program

1. Contractor shall develop and maintain a fleet management plan, maintain a record of the preventative maintenance, repairs, and strategic replacement of vehicles, and shall make such plan and records available to the Agency upon request.
2. Contractor's vehicle maintenance program shall be designed and conducted to achieve the highest standards of reliability appropriate to a modern emergency service.
3. Contractor shall maintain all ambulances in excellent working condition at all times. Any ambulance with any deficiency that compromises, or may compromise, its performance shall be immediately removed from service.
4. Interior and exterior appearance of vehicles shall be clean and operational. Contractor shall remove damaged ambulances from service and repair all damage to ambulances in a timely manner.
5. In each instance of an emergency ambulance vehicle failure on a call resulting in the inability to continue the response to or transport of the patient, Contractor shall submit a Vehicle Failure Report which at a minimum shall include: how long it took for another emergency ambulance to respond to the same call; which emergency ambulance provider responded; the reason or

suspected reason(s) for vehicle failure and/or malfunction, and actions Contractor has taken to prevent similar failures.

C. Ambulance Equipment and Supplies

1. Contractor shall be responsible for providing all required durable and expendable medical supplies and equipment.
2. Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, State, and Agency policy requirements ~~for~~ In addition to the minimum ambulance inventory requirements contained in applicable Agency policies, Contractor's BLS ambulances shall, at all times, maintain equipment and supplies necessary to administer all EMT Expanded Scope of Practice and Optional skills medications/procedures.
3. Equipment and supplies shall be maintained in clean, sanitary, and safe mechanical conditions at all times.
4. Contractor shall maintain, within the EOA, a surplus of all required supplies sufficient to sustain operations for a minimum of five (5) days.
5. Contractor shall have controlled substance policies and procedures, consistent with Drug Enforcement Administration (DEA) and California Code of Regulations, Title 22, Chapter 4 requirements governing the storage, inventory, accountability, restocking, disposal of expired medications and procurement of controlled drugs and substances permitted by the Agency to be carried and utilized in the provisions of ALS by paramedics. Any incident of non-compliance with controlled substance policies and procedures shall be reported immediately to the Contract Administrator.
6. Contractor shall maintain a record of the preventative maintenance, repairs, and strategic replacement of medical equipment, as appropriate and required by Agency policies, and shall make such records available to the Agency upon request.

D. Inspections

1. The Contract Administrator or his/her designee may at any time, without prior notice, inspect Contractor's ambulances in order to verify compliance with this Agreement.
2. An inspection may be postponed if it is shown that the inspection would unduly delay an ambulance from responding to an emergency incident.
3. A report of the inspection specifying any deficiencies, date of inspection, ambulance number, and names of participating crew shall be provided to Contractor.
4. Contractor must show proof of correction for any deficiencies noted in the inspection report as specified by the Agency.
5. A deficient ambulance may be immediately removed from service if, in the opinion of the Contract Administrator or his/her designee, the deficiencies are a danger to the health and safety of the public or if the deficiencies in a previously issued inspection report have not been corrected in the time specified. The Agency agrees to place any unit that has been removed from service back in service immediately following the documented correction of the defined deficiency.

3.10 Disaster Preparedness

A. Disaster Plan

1. Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations or declared disaster situations. This plan shall include the ability of Contractor to page and alert off-duty personnel.
2. Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.

B. Mutual Aid

1. To the extent that Contractor has units available, but consistent with its primary responsibility to provide emergency ambulance services in the EOA, Contractor, shall render "mutual aid" to those providers of emergency medical

services operating within adjacent areas of Agency's jurisdictional regions in order to insure that timely emergency medical services are rendered to persons in need of such services within those areas.

2. Contractor shall obtain approval from Agency, prior to providing mutual aid services, with the exception of a pre-existing mutual aid agreement previously approved by the Agency.

C. Disaster Planning

1. Contractor shall actively participate with the Agency in disaster planning.
2. Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with the Agency and with other agencies.
3. Contractor shall provide field personnel and transport resources for participation in any Agency or County of Yuba approved disaster drill in which the Agency disaster plan/policies and/or multi-casualty incident plan/ policies are exercised.

D. Disaster Response

1. At the scene of a Multi-Casualty Incident (MCI), Contractor's personnel shall perform as part of the Incident Command System (ICS) structure and in accordance with the Standardized Emergency Management System (SEMS) in accordance with Agency policies and procedures.
2. If a disaster declaration is made, the Agency Medical Director or his/her designee may suspend normal operations and Contractor shall respond in accordance with the disaster plan/policies. The following provisions may apply, as determined by the Contract Administrator, during and after a disaster:
   a. During such periods, Contractor may be released, at the discretion of the Contract Administrator, from response time performance requirements for all responses, including response time penalties.
   b. At the scene of such disasters, Contractor personnel shall perform in accordance with the Agency disaster plan/policies.

c. When disaster response has been terminated, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations, and shall keep the Contract Administrator informed of factors that limit Contractor's ability to resume normal operations.
d. During the course of a disaster, Contractor shall use its best efforts to maintain emergency service and shall suspend or ration non-emergency transport work as necessary.

3.11 System Committee Participation

Contractor shall designate appropriate personnel to participate in committees that have a direct impact on EMS in the County of Yuba.

3.12 Community Education/Prevention

A. Contractor is encouraged to offer a variety of public education programs, including, but not limited to, EMS system use, citizen cardiopulmonary resuscitation (CPR), disaster preparedness, injury prevention, seat belt and helmet use, infant/child car seats, and injury prevention for elders. Other appropriate activities might include blood pressure screening, speaking to community groups, and programs for school children and adolescents.
B. Contractor shall work collaboratively with the Agency, the County of Yuba, other health care organizations, and other public safety and EMS related groups to plan and provide public education programs.

3.13 EMS Training Programs

A. Contractor shall make a good faith effort to participate in training programs with fire departments and other first responder organizations within Yuba County.

B. As is reasonable, Contractor shall assist in providing EMS continuing education services to first response agencies in Yuba County.
C. Contractor shall provide field internship opportunities for EMT, AEMT, and paramedic students, including students not employed/affiliated with Contractor, from Agency approved training programs. Contractor may charge a reasonable fee for providing field internship services for AEMT and paramedic students, comparable to similar fees charged by other Agency authorized ALS providers.

SECTION 4: PERSONNEL

4.1 Clinical and Staffing Standards

The Agency expects that the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable State laws and regulations and Agency policies, procedures, and field treatment guidelines. All persons employed by Contractor in the performance of work under this Agreement shall be competent and shall hold appropriate and current valid certificates/licenses/ accreditations as established by the State of California and the Agency for their level of certification/licensure. Contractor shall be held accountable for its employees' credentials, performance, and actions.

A. **Contractor's Personnel Policies** – Contractor shall have policies which shall address, at a minimum, staffing and shift scheduling, crew fatigue, crew quarters, conduct at a scene, conduct in relation to first responder personnel, conduct during patient care management, contact with base hospital(s), use of safety apparel, appearance, identification, driver training and company orientation. A copy of Contractor's policies described in this Agreement shall be provided to Agency upon initiation of this Agreement and upon any subsequent revisions.
B. **Ambulance Staffing** – Contractor's ALS ambulances shall be staffed, at a minimum, with one California licensed and Agency accredited paramedic in good standing and one California certified EMT in good standing. Contractor's LALS ambulances shall be staffed, at a minimum, with one California certified AEMT in

good standing and one California certified EMT in good standing. Contractor's BLS ambulances shall be staffed, at a minimum, with two California certified EMT's in good standing.

1. Contractor shall have a policy that prohibits Contractor's employees from performing any services as contemplated herein while under the influence of any alcoholic beverage, illegal drug, or narcotic. In addition, the said policy shall prohibit Contractor's employees from performing such services under the influence of any other substances, including prescription or non-prescription medications, which impairs their physical or mental performance.
2. Contractor shall maintain a current list of prehospital personnel including their addresses, phone numbers, qualifications, certificates, and licenses with expiration dates and provide it to the Agency upon request.
3. Contractor shall ensure that all employees wear Contractor issued/approved uniform attire and comply with Contractor's standards for grooming. Uniform attire shall be standardized/professional and will adequately identify the certification/licensure level of each employee.
4. Contractor shall have in place policies which require that EMS personnel follow all Agency policies, procedures, and protocols.
5. Contractor shall require that patient care records be completed by Contractor's personnel per Agency policies.
6. Contractor shall require that all personnel successfully complete all required courses in compliance with Agency policies.
7. Field personnel may be required to obtain any other specialized training mutually agreed upon by the Contractor and Agency.

C. **Management and Supervision** – Contractor shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service. Contractor shall provide field supervisors on a twenty-four (24) hour per day, seven days a week basis for the duration of this Agreement.

1. Field supervisors shall not be routinely assigned to an ambulance unit. They shall serve as a resource for crews and primarily focus on the oversight of field operations, system status management, ambulance availability, multi-

casualty incident management, and other operational concerns. Contractor's Field supervisors shall maintain a current California paramedic license and Agency accreditation at all times while providing supervision of Contractor's field personnel.

2. In addition to responding to the needs of the Contractor's personnel, field supervisors shall immediately respond to any request by the Agency or public safety personnel within the EOA and shall be authorized to act on behalf of the Contractor.

D. **Orientation of New Personnel** – Contractor shall ensure that new field personnel are properly oriented before being assigned to respond to emergency medical requests. The new employee orientation program shall include, at a minimum, an EMS system overview; EMS policies and procedures including patient destination, specialty patient (i.e., STEMI, Stroke and Trauma) triage and patient treatment protocols; radio communications with and between the ambulance, base hospital, receiving facilities, and dispatch center; map reading skills, including key landmarks, routes to hospitals and other major receiving facilities; emergency response areas; and ambulance equipment utilization and maintenance, in addition to Contractor's policies and procedures. Contractor shall notify Contract Administrator in writing of any changes made to the new employee orientation program.

E. **Additional Personnel Training Requirements** – Contractor shall provide the following additional training:

1. Contractor shall maintain an on-going emergency vehicle operations course for ambulance personnel.
2. Contractor shall provide training in diversity awareness, conflict resolution, and assaultive behavior management.
3. Contractor shall provide patient care documentation education as needed.
4. Contractor shall ensure that AEMT and paramedic personnel are proficient in the Agency's LALS/ALS scope of practice prior to performing these skills on patients in the field setting. Contractor shall be responsible for ensuring that

AEMT and paramedics personnel assigned to ~~ALS~~ Contractor's ambulances comply with Agency policies on maintenance of skill competency.

5. Contractor's EMT staff shall successfully complete an Agency approved BLS 911 system training course and be trained to administer all EMT Expanded Scope of Practice and Optional Skills medications/procedures prior to being assigned to work on Contractor's ambulances.
6. Contractor shall ensure that all ambulance personnel/supervisory staff are trained and prepared to assume their respective roles and responsibilities as defined in Agency policies and the Regional Multi-Casualty Incident plans.

4.2 Working Conditions for Ambulance Personnel

A. Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel.
B. Contractor shall ensure that ambulance personnel working extended shifts, other jobs, and/or voluntary or mandatory overtime are not fatigued to an extent that might impair their judgment or motor skills.
C. Contractor agrees to maintain a crew quarters at any location where ambulance crews and student/trainees are normally scheduled to work shifts exceeding twelve (12) hours.
D. Ambulance crew quarters, at locations where ambulance crews are normally scheduled to work shifts exceeding twelve (12) hours, shall include shower, toilet, kitchen, day room, sleeping facilities and shall be maintained in a safe and clean condition.
E. Contractor shall make available to all personnel all notices and bulletins from the Agency directed to field personnel. In addition, Contractor agrees to ensure that all current Agency policies, procedures, and protocols are readily accessible to all personnel.

4.3 Safety and Infection Control

A. Contractor shall provide personnel with training, equipment, and immunizations necessary to ensure protection from illness or injury when responding to an emergency medical request.
B. Contractor shall notify the Agency within five (5) business days of any Cal/OSHA (Division of Occupational Safety and Health) major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress or being brought against Contractor's Yuba County operations.
C. Contractor shall, upon request, furnish documentation satisfactory to Yuba County's Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.
D. Contractor shall comply with any additional communicable disease prevention requirements deemed necessary by Yuba County's Health Officer for Contractor's personnel providing services under this agreement.
E. Contractor shall have a Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All Contractor prehospital personnel shall be trained in prevention and universal precautions.

SECTION 5: QUALITY/PERFORMANCE

5.1 Continuous Quality Improvement (CQI) Program

A. Contractor shall retain/employ a California licensed MD or DO Medical Director to provide medical oversight of Contractor's personnel, and liaison with Agency representatives as necessary.
B. Contractor shall employ a qualified, California licensed, paramedic or RN Quality Improvement (QI) Coordinator to act as a primary liaison between Contractor and Agency on CQI related matters. Contractor's QI Coordinator shall be locally employed and readily available to Contractor's field personnel. Contractor's QI

Coordinator shall be responsible for implementing and managing Contractor's CQI program, assisting in the investigation of unusual occurrences, and regularly participating in Agency's local/regional EMS system meetings.

C. Contractor may utilize additional qualified personnel to assist in conducting Contractor's CQI Program related activities as necessary.
D. Contractor shall conduct a minimum of 40 hours/week of CQI Program related activities for Contractor's combined Sutter and Yuba County EOAs.
E. Contractor shall continually comply with Agency's EMS System Quality Improvement Program (EMSQIP) Policy (Reference No. 620).
F. Contractor agrees to pay penalties (Exhibit B) for failure to comply with Agency's EMS System Quality Improvement Program (EMSQIP) Policy (Reference No. 620). Contractor may appeal, to the Agency, the assessment of penalties for failure to meet these requirements. The burden of proof to waive the penalties shall rest with the Contractor.

5.2 Inquiries and Complaints

Contractor shall provide prompt response and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient and/or employee confidentiality restrictions.

5.3 Unusual Occurrences

A. Contractor shall complete an incident or unusual occurrence report for personnel involved in an unusual occurrence in accordance with Agency policies or upon agency request.
B. Contractor shall complete an unusual occurrence report on all of the following:
    1. Major Equipment Failure.
    2. Vehicle Accidents involving Contractor's vehicles.

SECTION 6: Data and Reporting

6.1 EMS Patient Care Data

A. Contractor shall use an EMS patient care data system approved by the Agency.
B. Contractor will provide the Agency with access to and training on their electronic patient care reporting system upon request.
C. Contractor shall furnish and maintain all hardware and software required to ensure the timely completion and submission of electronic patient care records as required by Agency policies.
D. Contractor shall provide EMS patient care data to the Agency for each call that requires the generation of EMS patient care documentation per Agency policy. All EMS patient care data shall be submitted to the Agency, as required by Agency policies.
E. Failure to provide EMS patient care data in compliance with this requirement will result in penalties (Exhibit B) payable by Contractor to the Agency each calendar day until the data is received by the Agency. Nothing herein shall be construed to require Contractor to violate any applicable state or federal law governing patient confidentiality and, in the event of any conflict between this Agreement and any such law, applicable law shall prevail.
F. Interim and final patient care records on all patients encountered by Contractor's personnel, shall be provided to the base/modified base hospital and/or receiving facility in compliance with Agency policies.

6.2 Other Data Reporting Requirements

A. Contractor shall provide computer-aided dispatch (CAD) data to the Agency, in an electronic format acceptable to the Agency, or Agency's designee, on a monthly basis (no later than the 15th day of the current month for the preceding month). Contractor's CAD data provided to the Agency shall include, at a minimum, records for all emergency ambulance requests received at the Contractor's dispatch center.

B. Contractor shall maintain current records related to EMT, AEMT and Paramedic accreditation, certification, and continuing education.
   1. Upon request, Contractor shall provide the Agency with a list of EMTs currently employed by Contractor. Information shall include, but not be limited to, name and EMT certification number.
   2. Upon request, Contractor shall provide the Agency with a list of AEMTs currently employed by Contractor. Information shall include, but not be limited to, name and AEMT certification number.
   3. Upon request, Contractor shall provide the Agency with a list of Paramedics currently employed by Contractor. Information shall include, but not be limited to, name and Paramedic license number.

C. Contractor shall maintain and provide to Agency the data/information listed in Exhibit C.

D. Contractor shall provide additional information and reports as the Agency may require for monitoring the performance of Contractor under this Agreement.

SECTION 7: AUDITS AND INSPECTIONS_

A. Contractor shall retain and make available for inspection by the Agency during the term of the Agreement and for at least a three-year period from expiration of the Agreement all documents and records required and described herein.

B. At any time during normal business hours, and as often as may reasonably be deemed necessary, the Agency's representatives, including EMS Agency representatives and the EMS Medical Director, may observe the Contractor's operations. Additionally, Contractor shall make available for Agency examination and audit, all contracts (including union contracts), invoices, materials, payrolls, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, and other data related to all matters covered by the Agreement.

C. Agency representatives may, at any time, and without notification, directly observe and inspect Contractor's operation, ride as "third person" on any of

Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with Contractor's employees in the performance of their duties, and shall, at all times, be respectful of Contractor's employer/employee relationship.

D. The Agency's right to observe and inspect Contractor's business office operations or records shall be restricted to normal business hours, except as provided above.

E. Annual Financial Review – Contractor shall complete financial records in an auditable form and content according to Generally Accepted Accounting Principles. Financial records shall include a summary of all costs, expenses, expenditures, revenues, accounts receivable, and billings pertinent to performance of this Agreement and shall be provided to the Agency by the 31st of January for each contractual year. An annual report including number of transports, distribution by payer, reimbursement per transport in the following categories: Commercial Insurance, Self-pay, Medi-Cal, and Medicare; and a single page Statement of Operations shall be submitted to the Agency by the 31st of January for each contractual year. The Agency shall protect the financial records and any information taken there from as confidential and shall not disclose such records or information except as required by law.

F. Upon written request of the Agency, Contractor shall prepare and submit written reports on any incident arising out of services provided under this Agreement. The Agency recognizes that any report generated pursuant to this paragraph is confidential in nature and shall not be released, duplicated, or made public without the written permission of Contractor or upon request to Agency by a subpoena or other legal order compelling disclosure.

G. Contractor's records shall not be made available to parties or persons outside the Agency without Contractor's prior written consent unless disclosure is required by a subpoena or other legal order compelling disclosure.

SECTION 8: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

A. Patient's privacy and confidentiality shall be protected in compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws related to privacy. Employees shall not disclose patient medical information to any person not providing medical care to the patient.

B. During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health, or medical information (Protected Health Information "PHI", as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA) and regulations promulgated there under by the U.S. Department of Health and Human Services (HIPAA Regulations). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of PHI consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required. Contractor shall require subcontractors to abide by the requirements of this section.

C. For purposes of this section, Protected Health Information means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

SECTION 9: RELATIONSHIPS AND ACCOUNTABILITY

9.1 Relationships and Accountability

A. Subcontracts – Contractor is responsible for the comprehensive services necessary for medical emergency response and transport. To the extent supportive services are desired from others such as fire entities in order to provide medical response and transport, written subcontracts must be entered into advance and requires prior approval of the Agency Contract Administrator, which consent shall not be unreasonably withheld, conditioned, or delayed. At no time however would response by an entity other than Contractor satisfy the response time requirement.
B. Contractor shall provide clear evidence that the scope of service designed for the Subcontractor(s) will enhance system performance capability and provide a cost savings for the EMS System.
C. If the subcontract(s) and associated scope of service is approved, the Contractor shall be accountable for the performance of the Subcontractor(s).
D. The inability or failure of any Subcontractor to perform any duty or deliver contracted performance will not excuse the primary Contractor from any responsibility under this Agreement.
E. The Contractor shall designate a management liaison to work with the Agency in monitoring compliance of Subcontractors with contractual and system standards.

9.2 General Subcontracting Provisions

All subcontracts of Contractor for provision of services under this Agreement shall be notified of Contractor's relationship to Agency.

A. Contractor has legal responsibility for performance of all Agreement terms including those subcontracted.
B. Nothing in the Agreement, or in any Subcontract, shall preclude the Agency from monitoring the EMS activity of any Subcontractor.
C. There shall be a section in each subcontract requiring prior approval from the Agency before any subcontract may be modified.

D. The Contractor shall assure that the Subcontractors cooperate fully with the Agency.
E. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement shall prevail in all cases.

9.3 Performance Criteria

All Subcontractors will be held to the same performance criteria as the primary Contractor, with respect to quality improvement activities, medical control, continuing education, and response time compliance.

A. The Contractor is responsible for the subcontractor's performance in EOA or non-EOA and shall pay penalties for late response times according to the terms of this Agreement as described in Exhibit B.
B. Subcontracts shall provide that paramedic and EMT first responders shall work cooperatively and supportively in the provision of care by Contractor on-scene, and shall, if requested by Contractor personnel, assist in providing care enroute to the receiving facility.

SECTION 10: ADMINISTRATIVE REQUIREMENTS

10.1 Insurance

Contractor, at its sole cost and expense, shall obtain, maintain, and comply with all Agency insurance coverage and requirements. Such insurance shall be occurrence based or claims made with tail coverage or shall be in a form and format acceptable to Placer County Counsel and Placer County Risk Management and shall be primary coverage as respects Agency.

A. **Insurance and Indemnification**

1. Without limiting the County of Yuba or the Agency's right to obtain indemnification from the Contractor or any third parties, subject to the Contractor's right to seek subrogation for indemnification paid to the County of Placer and Agency under the Agreement and to the extent such indemnification is paid pursuant to this paragraph, the Contractor, at its/their sole expense, shall maintain or cause to be maintained in full force and effect the following insurance throughout the term of the Agreement:
   a. For the Contractor's local operation in Yuba County - combined public liability, general liability, bodily injury and property damage liability insurance in amount of not less than five million dollars ($5,000,000) in coverage for each occurrence;
   b. Medical liability insurance and automobile liability insurance, in an amount of not less than one million dollars ($1,000,000) in coverage for any injury or death arising out of any one (1) occurrence, and each of said insurance coverage shall have an annual aggregate limitation of not less than $2,000,000.
   c. Worker's compensation insurance providing full statutory coverage, in accordance with the California Labor Code, in an amount of not less than one million dollars ($1,000,000) for any and all of the Contractor's personnel who will be assigned to the performance of the Agreement by the Contractor in accordance with the California Labor Code.
2. Such insurance policies shall name the County of Yuba, its officers, agents, and employees, and the Agency, its officers, agents, and employees, as an additional named insured (except for worker's compensation insurance). Such coverage for said additional named insured shall be primary insurance and any other insurance, or selfinsurance, maintained by the County of Yuba, its officer, agents, and employees, the Agency, its officers, agents, and employees, shall be secondary and excess only and not contributing with insurance provided under the Contractor's policies herein. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar day's written notice given to the Agency and Placer

County Risk Management Division by the Contractor. If such insurance policies have a deductible, or if a Self-Insured Retention has a deductible, such deductible shall be in an amount not more than ten thousand dollars ($10,000) per occurrence unless approved by Contract Administrator. For Workers' Compensation Insurance, the insurance carrier shall agree to waive all rights of subrogation against the Agency, the County, and their respective officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by Contractor.

3. Contractor shall provide certificates of insurance on the foregoing policies as required herein to the Agency annually, which state or show that such insurance coverage has been obtained and is in full force and effect.
4. Contractor shall exonerate, indemnify, defend, and hold harmless the Agency or Yuba County from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, result from any negligent or wrongful act or omission of Contractor or its agents, officers, or employees in connection with the performance of this Agreement.
5. Contractor shall save and hold harmless the Agency and the County of Yuba and their officers, employees and agents, from any and all liability for damages, including, but not limited to, monetary loss, judgments, orders of a court, and any other detriment or liability that may arise from any injury to a person or persons, and for damages to property, arising from or out of any negligent or wrongful act or omission of Contractor or its agents, officers, or employees in the performance of the Agreement.
6. Contractor's obligation to defend, indemnify, and hold the Agency and the County of Yuba, and their agents, officers, and employees harmless under the provisions of the paragraphs in this section is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7. Agency agrees to defend, indemnify, save and hold harmless the Contractor and it's officers, employees and agents, from any and all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from, any negligent or wrongful act or omission of the Agency or its agents, officers, or employees in connection with the performance of this Agreement by the Agency or Agency's agents, officers, or employees.
8. The Agency, at its sole expense, shall maintain or cause to be maintained in full force and effect, general liability insurance in an amount of not less than $1,000,000 in coverage for each occurrence and an annual aggregate limitation of not less than $2,000,000. The Agency shall provide Contractor, upon Contractor's request, a certificate of insurance stating that such insurance coverage has been obtained and is in full force and effect.

10.2 Business Office, Billing and Collection System

A. Local Office – Contractor shall maintain a local business office for billing assistance and other customer inquiries.
B. Telephone access – Contractor shall provide a telephone number that allows patients to speak to a customer service representative at Contractor's billing office.
C. Billing and collections system – Contractor shall utilize a billing and collections system that is well-documented and easy to audit, which minimizes the effort required to obtain reimbursement from third party sources for which they may be eligible and is capable of electronically filing Medicare and Medi-Cal billing claims.
D. Agency and Contractor shall abide by all Federal and State non-discrimination laws regarding governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below:
    1. Compliance with Non-Discrimination Laws. During the performance of this Agreement, Contractor will comply with Title VII of the Civil Right Act of 1964

and that no person shall, on the grounds of race, creed, color, disability, sex, gender (including gender identity and gender expression), national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, sexual orientation, age, religion, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement. Contractor shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the Agency's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

SECTION 11: FISCAL REQUIREMENTS

11.1 General Provisions

A. As compensation for services, labor, equipment, supplies, and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section.
B. All financial reports provided by Contractor shall be in accordance with Generally Accepted Accounting Principles and be based on an accrual system.
C. Fiscal year for reporting purposes of this Agreement will be the Contractor's fiscal year.
D. Contractor shall maintain copies of all financial statements, records and receipts that support and identify operations for a minimum of five (5) years from the end of the reporting period to which they pertain. Contractor will provide the Agency or its designee access to all records for analytical purposes.

11.2 Billing and Collections

A. Approved rates are located in Exhibit D.
B. Contractor agrees to bill all transports and medical care without discount of these rates except as provided herein.
C. All bills submitted by Contractor to any private party or third-party payer for services rendered under this Agreement shall not exceed the rates which have been approved by the Agency and/or Yuba County (as applicable).
D. Rate Increases – Contract Administrator shall automatically adjust permissible rates annually based on the San Francisco-Oakland Consumer Price Index CPI. Annual rate increases shall be the greater of three percent (3%) or the increase of the CPI for any given year. Increases shall be determined forty-five (45) days after the end of the calendar year. No more than a five percent (5%) increase shall be authorized annually.
    1. Rate Increase for Cause – In the event that unforeseeable system costs will cause a significant impact to the solvency of the Contractors ability to perform the services contained herein, Contractor may petition for a rate increase with cause. Authorization for increases is at the sole and absolute discretion of the Contract Administrator and is final. If the petition for a rate increase is denied by the Contract Administrator, Contractor shall not be released from its obligations under this Agreement, nor shall the Agency's rights and remedies be diminished as a consequence thereof.
    2. Rate Increase for Expendable Supplies – Contract Administrator may approve charges for expendable supplies when said supplies are newly required by EMS prehospital protocols adopted during the term of this Agreement or when the Contract Administrator approves new items to be stocked on ambulances.
E. Medicare and Medi-Cal – Contractor shall accept Medicare and Medi-Cal assignment.

11.3 Penalties, Fees

A. Contractor shall be liable for all of the penalties, and monitoring costs provided in this Agreement (Exhibit B).
B. All penalties generated for non-compliance issues will be assessed automatically to the Contractor by the Agency.
C. Payment Methodology – Agency will make final ~~fine~~ penalty determinations and invoice the Contractor. Contractor shall pay the Agency according to the timelines listed in Exhibit B.
D. Penalty Disputes – If the Contractor disputes the Agency's response time calculation, or the imposition of any other penalties, the Contractor may appeal to the Agency in writing within ten (10) calendar days of receipt of notice of penalties. The written appeal shall describe the problem and an explanation of the reasons why such penalties should not be assessed. Agency staff shall review all appeals and shall issue a recommendation regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of the penalties in writing to the Agency Executive Director within fifteen (15) calendar days of receipt of such requests. The Agency Executive Director shall make a determination of such review and issue a final decision to Contractor within thirty (30) calendar days. The decision of the Agency Executive Director regarding such matters shall be final.

SECTION 12: GENERAL AGREEMENT REQUIREMENTS

12.1 Terms of Agreement

This Agreement is by and between the Agency and Contractor and is not intended to and shall not be construed to create the relationship of agency, servant, employee, partnership, joint venture, or association.

A. Amendments or modifications to the provisions of this Agreement may be initiated by any party hereto and may only be incorporated into this Agreement upon the mutual consent of all parties and must be in writing.

B. The failure of any party hereto to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such terms, covenants or conditions, but all of the same shall be and remain in full force and effect.

C. This Agreement shall not be deemed to have been made for the implied benefit of any person who is not a party hereto.

D. Contractor agrees to keep the Agency advised at all times of the name and location of the Contractor's parent company, if any.

E. Contractor shall notify the Agency of any threatened labor action or strike that would adversely affect its performance under this Agreement. Contractor shall provide the Agency and other affected public or private entities with a written plan of proposed actions in the event of any threatened work force action or strike.

F. Neither the Agency nor Contractor shall assign this Agreement to another party without obtaining the prior written consent of all other parties to this Agreement, except should Yuba County withdraw from the Sierra – Sacramento Valley EMS Agency Joint Powers Agreement, this Agreement may be assigned to Yuba County or their designee.

G. The terms of this Agreement shall be in full force and effect for a period of three (3) years beginning on the date first stated above, unless otherwise terminated or modified pursuant to the terms of the Agreement or if upon written notice by either party, that renegotiation of the Agreement is desired, or the Agency informs Contractor in writing that Contractor's Exclusive Operating Area shall be subjected to a competitive bid process. The Agreement may be extended for a period of up to five (5) additional years, pursuant to the provisions contained in section 1.2 of this Agreement. The Agency shall review the Agreement, at a minimum, annually, and all parties shall be under a duty to act in good faith to renegotiate the Agreement on an annual basis if any party expresses a need for such renegotiation. Such renegotiation shall not result in termination of this Agreement.

12.2: Termination for Cause

A. Either party may terminate this Agreement at any time for cause or for Major Breach of its provisions consistent with the provisions herein.

B. Certain conditions and circumstances shall, as determined by the Contract Administrator, constitute a Major Breach of this Agreement by Contractor, these conditions and circumstances include, but are not limited to:

1. Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables the Agency and Contractor to remain in substantial compliance with the requirements of federal, State, and local laws, rules and regulations;
2. Willful falsification of data supplied to the Agency by Contractor related to the services covered under this Agreement, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under this Agreement.
3. Documented persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by Contractor;
4. Failure to comply with response time performance requirements for three consecutive calendar months in a calendar year;
5. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein;
6. Failure to participate in the established Continuous Quality Improvement program of the Agency, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
7. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor's submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by Agency as provided for herein;

8. Chronic or persistent failure to comply with conditions stipulated by the Agency to correct any Minor Breach conditions;
9. Failure of Contractor to cooperate and assist the Agency in the investigation or correction of any Minor or Major Breach of the terms of this Agreement;
10. Failure by Contractor to cooperate with and assist the Agency in its takeover or replacement of Contractor's operations after a Major Breach has been declared by the Agency, as provided for herein, even if it is later determined that such default never occurred or that the cause of such default was beyond Contractor's reasonable control;
11. Failure to assist in the orderly transition, or scaling down of services upon the end of the Exclusive Operating Area (EOA) Agreement if a subsequent EOA Agreement with Contractor is not awarded;
12. Failure to comply with required payment of penalties within thirty (30) calendar days of written notice of the imposition of such penalties;
13. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
14. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
15. Any willful attempts by Contractor to intimidate or otherwise punish or dissuade personnel in cooperating with or reporting concerns, deficiencies, etc., to the Agency or other oversight agency;
16. Any other willful acts or omissions of Contractor that endanger the public health and safety; and
17. Failure to timely prepare and submit the required reports/data as specified in this agreement.

12.3 Opportunity to Cure

Prior to a Declaration of Major Breach by the Contract Administrator, the Contract Administrator shall provide Contractor with no less than thirty (30) calendar days advance written notice citing, with specificity, the basis for Major Breach. In the event Contractor shall have cured the Major Breach within such thirty (30) calendar day period, or such longer period as may be specified in the advance written notice, this Agreement shall remain in full force and effect. In the event the Contract Administrator reasonably deems Contractor to remain in Major Breach as of the end of the notice period specified in the advance written notice, the Contract Administrator shall provide Contractor with a notice of termination, setting for the specific reasons the Contract Administrator believes Contractor remains in Major Breach and the effective date of termination, which shall be no less than thirty (30) calendar days from the date of the termination notice.

12.4 Declaration of Major Breach and Takeover/Replacement Service

If Major Breach has been declared by the Contract Administrator because Contractor fails to provide ambulance service as required in this Agreement or the Agency Medical Director has determined that the health and safety of the public would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with Agency to affect an immediate takeover by Agency of Contractor's equipment and vehicles as described in this Agreement.

A. All of Contractor's vehicles and related property, including, but not limited to, dispatch and medical equipment, supplies and facilities necessary for the performance of services utilized in the performance of this Agreement shall be deemed assigned to the Agency during the takeover period. Contractor shall promptly deliver to the Agency all vehicles and equipment utilized in the performance of this Agreement including, but not limited to, ambulances, quick response vehicles, supervisor vehicles, sites used to house equipment, vehicles and staff, maintenance facilities and communications equipment, including dispatch computer hardware and the right to utilize software. Contractor's assignment to the Agency shall include the number of vehicles used by

Contractor's System Status Plan for the peak hour of the day, peak day of the week, for Emergency Ground Ambulance Services under the terms of this Agreement. Each vehicle shall be equipped at a level in accordance with its utilization in Contractor's System Status Plan and in accordance with Agency policies, procedures, and protocols, including all supplies necessary for minimum stocking levels of such vehicles.

B. Contractor shall be required to deliver the above delineated vehicles and equipment to the Agency in mitigation of any damages to the Agency resulting from Contractor's breach. The Agency shall also be entitled to utilize, at Contractor's cost, all other services and supplies of Contractor or available to Contractor not previously addressed including billing services, maintenance, administrative consulting, and management services. Contractor shall assign all applicable service, supply, or other agreements to the Agency or, if such agreements require consent for assignment, shall use its best efforts to obtain such consent. Contractor's delivery to the Agency of all items listed in this section shall be provided by Contractor at no cost to the Agency. The Agency shall return all equipment listed in this section to Contractor within ninety (90) calendar days of receipt of said equipment.

C. Consistent with the above provisions, Contractor shall cooperate completely and immediately with the Agency to effect an immediate takeover by the Agency of Contractor's operations. Such takeover shall be effective immediately or within not more than seventy-two (72) hours, after such finding of Major Breach. The Agency shall attempt to keep whole the existing staff and operations until such time as either a Request for Proposal can be issued and a new Agreement secured or another alternative method of ensuring the continuation of services can be affected. Contractor shall not be prevented from disputing any such finding of Major Breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the Agency.

D. These provisions are specifically stipulated and agreed to by both Parties as being reasonable and necessary for the protection of the public health and

safety, and any legal dispute concerning the finding that a Major Breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances, delay the process of the Agency's access to the performance security funds or to Contractor's equipment.

E. Contractor's cooperation with and full support of such emergency takeover shall not be construed as acceptance by Contractor of the finding of Major Breach, and shall not in any way jeopardize Contractor's right to recovery should a court later find that declaration of Major Breach was made in error.

12.5 Dispute After Takeover/Replacement

A. Contractor shall not be prohibited from disputing any finding of Major Breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/replacement of operations by the Agency. Neither shall such dispute by Contractor delay the Agency's access to Contractor's performance security funds.

B. Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. Contractor's cooperation with, and full support of, such emergency takeover/replacement process, as well as the immediate release of performance security funds to the Agency, shall not be construed as acceptance by Contractor of the finding of Major Breach, and shall not in any way jeopardize Contractor's right to recovery should a court later determine that the declaration of Major Breach was in error. However, failure on the part of Contractor to cooperate fully with the Agency to effect a safe and orderly takeover/replacement of services shall constitute a Major Breach under this ordinance, even if it is later determined that the original declaration of Major Breach was made in error.

12.6 Liquidated Damages

The unique nature of the services that are the subject of this Agreement requires that, in the event of major default of a type that endangers the public health and safety, the Agency must restore services immediately, and Contractor must cooperate fully to affect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of Contractor's operations by the Agency, it would be difficult or impossible to distinguish the cost to the Agency of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to the Agency during an interim period, and the cost of recruiting a replacement for Contractor from the normal cost to the Agency that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of Contractor's default from faulty management or the Agency's costs during takeover and interim operations. For these reasons, this liquidated damages provision is a fair and necessary part of this Agreement. The minimum amount of these additional costs to the Agency (e.g., costs in excess of those that would have been incurred by the Agency if the default had not occurred) are estimated to exceed $500,000 even assuming the Agency's takeover/replacement management team is fully competent to manage the previously contracted functions. Therefore, in the event of such a declared Major Breach and takeover/replacement by the Agency of Contractor's services, Contractor shall pay the Agency liquidated damages in the amount of one-million dollars ($1,000,000). Contractor shall guarantee the immediate availability of these liquidated damages funds to the Agency at all times during the term of this Agreement or any extension thereof as follows:

A. Prior to the service start date of this Agreement, Contractor shall furnish a performance security bond payable to the Agency, issued by a licensed surety, in the amount of one million dollars ($1,000,000) in one of the following forms:
    1. A faithful performance bond issued by a bonding company, appropriately licensed and acceptable to the Agency; or
    2. An irrevocable letter of credit issued pursuant to this provision, from a bank or other financial institution acceptable to the Agency.

B. A single performance security bond, as specified herein, will be valid for both Contractor's Sutter and Yuba County EOA Agreements combined.
C. The performance security bond, as specified herein, shall remain in effect at all times during the term of this Agreement and any extension thereof.

12.7 Agency Responsibilities

In the event of termination, the Agency shall be responsible for complying with all laws, if any, respecting reduction, or termination of prehospital medical services.

12.8 Indemnification for Damages, Taxes and Contributions

Contractor shall exonerate, indemnify, defend, and hold harmless the Agency or Yuba County from and against any and all federal, State, and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, and social security and payroll tax withholding).

12.9 Equal Employment Opportunity

During and in relation to the performance of this Agreement, Contractor agrees as follows:

A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other nonmerit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

B. Contractor shall, on all applications for employment, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age, veteran status, or any other nonmerit factor unrelated to job duties.
C. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders Contractor may be declared ineligible for further agreements with the Agency.
D. Contractor shall cause the foregoing provisions of this section to be inserted in all subcontracts for any work covered under this Agreement by a Subcontractor compensated more than $50,000 and employing more than 15 employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12.10 Independent Contractor Status

Contractor is an independent Contractor and not an employee of the Agency or Yuba County. Contractor is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. The Agency agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

12.11 Non-assignment and Non-delegation

Contractor shall not assign or delegate this Agreement without the prior written consent of the Agency.

12.12 Monitoring Costs

Agency will incur ongoing costs associated with oversight of Contactor's operational and clinical performance under this Agreement and for the provision of EMS system medical direction. Contractor shall pay the Agency fifteen thousand ($15,000) annually, increasing by 3% per year for the duration of this agreement and any extension thereof, with payment for the first year of the Agreement due three (3) months after the commencement of the Agreement. The Agency warrants and represents that the payments made by Contractor to Agency shall be less than or equal to the Agency's actual costs to provide those Agency Services. No funds shall be used by the Agency in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

12.13 Entire Agreement

This Agreement and the exhibits attached hereto constitute the entire Agreement between the Agency and Contractor and supersede all prior discussions and negotiations, whether oral or written. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing and signed by authorized representatives of both parties before it will be effective.

12.14 Binding on Successors

This Agreement ensures to the benefit of, and is binding on, the parties and their respective heirs, personal representatives, successors, and assigns.

12.15 Captions

The captions heading the various sections of this Agreement are for the convenience and shall not be considered to limit, expand, or define the contents of the respective sections. Masculine, feminine, or neuter gender, and the singular and the plural number shall each be considered to include the other whenever the context so requires.

12.16 Controlling Law

This Agreement shall be interpreted under California law and according to it fair meaning and not in favor of or against any party.

12.17 Miscellaneous

A. There shall be no reimbursement from the Agency or Yuba County for services provided pursuant to this Agreement except as provided pursuant to separate agreements.
B. Should there be a change in the Agency's EMS Plan that results in the need to make amendments to this Agreement, the parties agree to negotiate in good faith to make such changes as are mutually deemed to be necessary.
C. Agency agrees that all Agency policies, procedures, and protocols adopted by it shall be consistent with applicable state and federal laws.

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IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

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

By _____ Date 11/3/2023

John Poland
Executive Director

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

By _____ Date 11/3/2023 JH

Jim Holmes, Chairperson

For **BI-COUNTY AMBULANCE**

By _____ Date 10/19/2023

Alex Bumpus, President/CEO

SECTION 13: EXHIBITS

Exhibit A – Yuba County EOA Zone Map

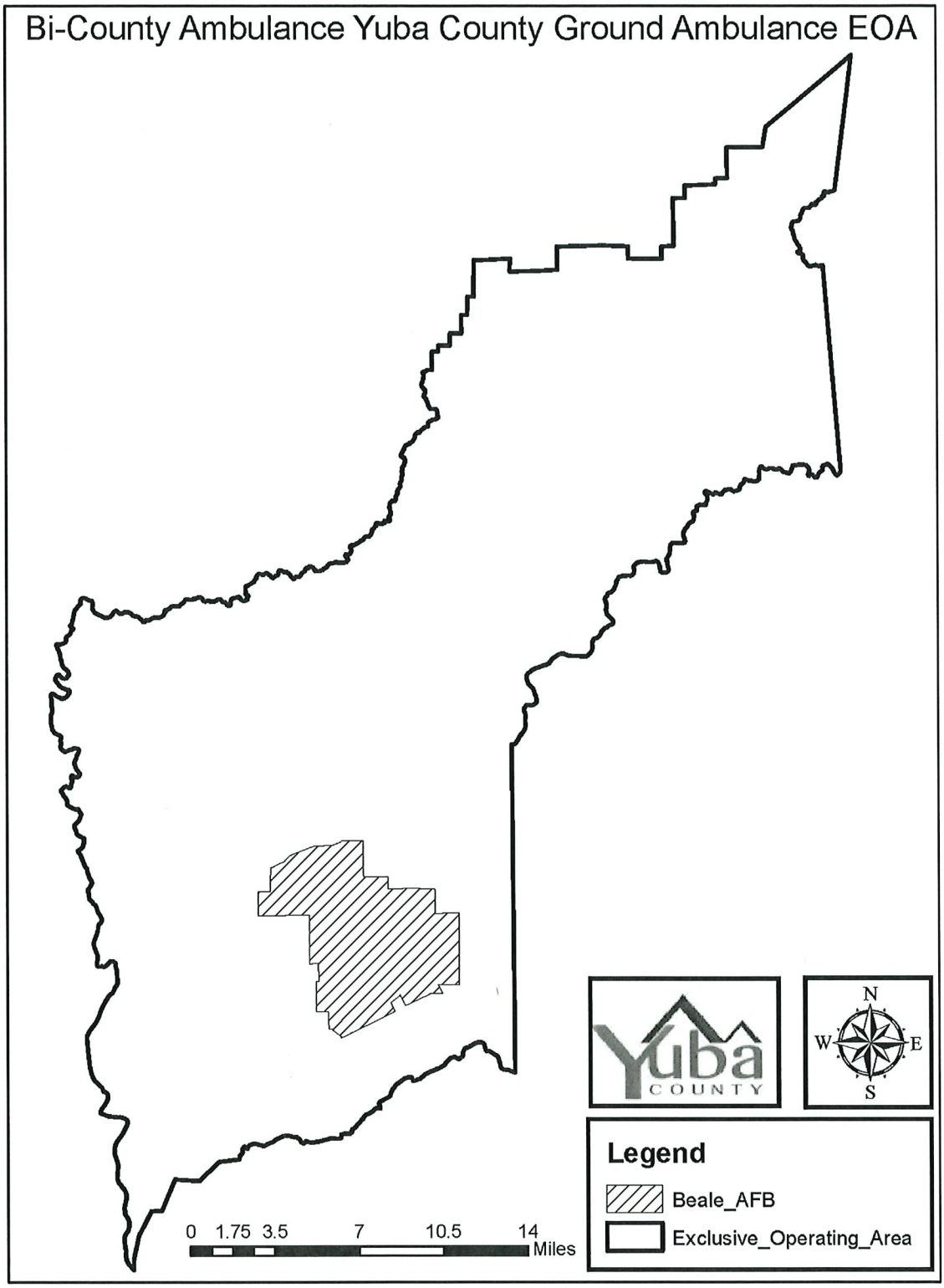


Exhibit B – Penalties

A. Code 3 Response Time Non-Compliance Penalties:

The following penalties will be assessed if the Contractor falls below 90% compliance during a response time compliance period (defined as any complete month or accumulation of complete months in which the total numbers of calls, in a response area, equals or exceeds 100 or a 12-month period whichever is first).

Compliance %	Penalty
89 to 89.99%	$4,000.00
88 to 88.99%	$8,000.00
< 88%	$12,000.00

B. Outlier Response Penalties:

An 'Outlier Response' is defined as a response that is excessive for the dispatched priority/zone, such that it represents a potential threat to the public health and safety. The following penalties will be assessed for any response for which the actual response time equals or exceeds 100% of the required response time for the dispatched priority/zone (i.e., a Code 3 response time ≥16 minutes in an 8-minute response zone):

Priority	Penalty Per Occurrences
Code 2	$1,000.00
Code 3	$1,500.00

C. A penalty of $5,000.00 per incident will be assessed where Contractor's employees are found to willfully and knowingly encourage or allow the false reporting of any time used to measure response time compliance either to the Contractor's dispatch center or to the Agency.

D. A penalty of $5,000.00 per incident will be assessed if Contractor fails to respond to any request as indicated in the following sections of this Agreement (failure to respond is defined as the Contractor not sending a properly staffed/equipped ground ambulance to an emergency request within 60 minutes of notification from an authorized requestor):

1. 1.3 – Emergency requests within the EOA.
2. 3.10 (B) – Mutual Aid requests within the Agency's jurisdiction.

E. A penalty of $500 per occurrence will be assessed when Contractor fails to comply with the requirements contained in the Agency's Emergency Medical

Services System Quality Improvement Program (EMSQIP) policy (Reference No. 620.

F. Failure to provide PCR data in compliance with this Agreement will result in a penalty of $500.00 for each calendar day until the data is received by Agency.

G. Failure to Provide Timely Reports:

1. A penalty of $100 per day will be assessed for any data/information received after the required due date listed in Exhibit C of this Agreement or in applicable Agency policies.
2. A penalty of $100 per day will be assessed for all other Agency documentation requests received later than five (5) business days from the date of request (unless a later date is mutually agreed to by Contractor and Agency).

H. Invoicing and Payment of Assessed Penalties

1. Agency shall invoice Contractor for any penalties under this Agreement within thirty (30) calendar days following Agency's receipt of Contractor's monthly ~~performance~~ response time reports (applicable Response Time Non-Compliance and Outlier Response Penalties) or the Agency's determination that a penalty should be assessed (other applicable penalties).
2. Contractor shall pay Agency within thirty (30) calendar days following receipt of the invoice.
3. The parties shall make a good faith effort to resolve any disputes regarding an invoiced amount within this 30-day period. If the parties are unable to mutually resolve the dispute within that 30-day period, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the subsequent resolution of the dispute.
4. Failure by the Agency to assess or impose any penalties at any point, for any reason, does not impact Agency's right to do so in the future; however, Agency may not impose penalties retroactively greater than 90 days.
5. Payment of any penalty does not release Contractor from any other liability related to the breach that resulted in penalty imposition.

Exhibit C – Ongoing Data/Information Reporting Requirements

MONTHLY DATA/INFORMATION REPORTING REQUIREMENTS

A. Contractor shall submit the following data/information to the Agency on a monthly basis, no later than the 15th calendar day of each month for the previous month:

1. Response time performance CAD data and exemption requests.

2. Unit status and staffing data, including:

    a. Total number of BLS ambulance unit deployment hours.
    b. Total number of LALS ambulance unit deployment hours.
    c. Total number of ALS ambulance unit deployment hours.
    d. Substantive EMS personnel staffing changes.

3. A listing of public safety standby incidents including the following information for each incident:

    a. Incident date.
    b. Incident type (structure fire, law enforcement incident, etc.).
    c. Requesting agency.
    d. Type of resource assigned (ALS Ambulance, Field Supervisor, BLS Ambulance, etc.).
    e. Total time resource committed.

4. Substantive changes to Contractor's CQI program or EMS system quality management processes.

B. The monthly data/reporting requirements contained in this exhibit may be reasonably modified by the Agency as determined necessary/appropriate for the monitoring of Contractor's performance under this Agreement.

ANNUAL DATA/INFORMATION REPORTING REQUIREMENTS

Contractor shall submit the following data/information to the Agency on an annual basis, no later than the 31st day of January for the previous calendar year:

1. Summary of Contractor's costs, expenses, expenditures, revenues, accounts receivable, and billings pertinent to the performance of this Agreement.

2. Single page Statement of Operations.

3. Number of transports, distribution by payer, and reimbursement per transport in the following categories: Commercial Insurance, Self-pay, Medi-Cal, and Medicare.

Exhibit D – Rates & Charges

Description	Rate/Charge			

Base Rate	$3200.00			
Mileage	$70.00			
Night Charge	$92.80			
Description	**Rate/Charge**		**Description**	**Rate/Charge**
Activated Charcoal	$52.75		Glucometer	$112.18
Adenosine	$286.11		Intraosseous Needle	$424.27
Albuterol Nebulizer	$22.65		Intubation Supplies	$178.94
Amiodarone	$60.09		Isolation/Decon.	$88.04
Atropine	$24.10		IV Drip Supplies	$146.80
Bag Valve Mask	$46.81		Lidocaine Preload	$50.60
Benadryl	$19.78		Narcan	$96.50
Calcium Chloride	$39.08		Needle Chest Decomp.	$150.94
Capnograph	$32.12		Nitroglycerine	$84.99
CPAP	$457.21		O2 Supplies/Nebulizer	$20.70
Defib Electrodes	$100.72		OB Kit	$94.53
Dextrose	$73.97		Oxygen	$99.60
Disposable Linen	$26.10		Pulse Oximetry	$108.10
Dressing - Major	$45.21		Restraints	$11.79
Dressing - Minor	$28.58		Sodium Bicarbonate	$66.59
EKG Monitor - 12 Lead	$286.46		Splint External Disp.	$20.24
Epinephrine	$27.48		Spinal Immobilization	$64.50
Fentanyl	$8.63		Suction Supplies	$44.60
Glucagon	$367.08		Versed 10 MG	$36.59
Glucose	$17.25		Zofran/Ondansetron	$56.12

Exhibit E – Definitions

Advanced Emergency Medical Technician (AEMT)	As defined in California Health and Safety Code Section 1797.80
Advanced Life Support (ALS)	Special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code § 1797.52.
Advanced Life Support (ALS) Ambulance	A ground ambulance which provides transport of the sick and injured and is staffed and equipped to provide advanced life support consistent with the California Health and Safety Code, Division 2.5, § 1797.52 and Agency Policies, Procedures and Protocols.
Advanced Life Support (ALS) Ground Ambulance Service	The transport of a patient in an ALS ground ambulance.
Advanced Life Support (ALS) Transport	The transport of a patient in an ALS ground ambulance. An ALS ground ambulance service that provides service in an Exclusive Operating Area is entitled to be the provider of all ALS transports within their Exclusive Operating Area.
Agency Policies, Procedures and Protocols	Any policy, procedure, or protocol developed by the S-SV EMS Agency for EMS system providers and contained in the S-SV EMS Agency Policy Manual.
Ambulance Response Zone	A geographic area, the boundaries of which shall be determined by the Agency to assure strategic placement of ambulances and effective ambulance response to life-threatening and non-life-threatening emergencies, which may include one or more exclusive or non-exclusive operating areas.
Arrive Destination	The time that an Emergency Ground Ambulance arrives at an approved receiving facility or at the point where it is to rendezvous with another ambulance.
Authorized Ambulance Provider	An ambulance provider that is authorized to provide ground ambulance services within Yuba County pursuant to an ambulance provider agreement with the Agency.
Authorized EMS Dispatch Center	A dispatch center approved by the Agency to dispatch ground ambulances in Yuba County.
Available to Respond	The time that an Emergency Ground Ambulance is available to respond as directed by the Authorized EMS Dispatch Center.
Basic Life Support Ambulance	A ground ambulance which provides transport of the sick and injured and is staffed and equipped to provide basic life support consistent with the California Health and Safety Code, Division 2.5, § 1797.60 and Agency Policies, Procedures and Protocols.

Bay Area Consumer Price Index (CPI)	The CPI for "All Urban Consumers" as noted in April of each year from the U.S. Bureau of Labor Statistics for "San Francisco – Oakland – San Jose, CA."
Code-2 Call	A Non-Life-Threatening Emergency requiring a response without lights and sirens
Code-3 Call	A Life-Threatening Emergency requiring a response with red lights and sirens.
CQI	Continuous Quality Improvement.
Dispatched	The time that the ambulance is assigned a call by the Authorized EMS Dispatch Center
Emergency	As defined in California Health and Safety Code 1797.70, emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency.
Emergency Ground Ambulance	An ambulance staffed and equipped in compliance with the Agency Policies, Procedures and Protocols.
Emergency Ground Ambulance Services	All ambulance services determined by either an Authorized EMS Dispatch Center or by an Authorized ALS Ambulance Provider to be provided in response to a Life-Threatening or Non-Life-Threatening Emergency.
Emergency Medical Dispatch (EMD)	A nationally recognized set of standards used by specially trained dispatch personnel that focus upon four main functions: (1) To receive and process telephone calls; (2) To dispatch and coordinate EMS resources based upon prioritization principles that consider the level of the emergency and availability of local EMS resources; (3) To provide medical instruction to callers (pre-arrival instructions) and scene information to EMS crews (post-dispatch); and (4) To coordinate with other public safety agencies.
Emergency Medical Personnel	All public safety first responders, Emergency Medical Dispatchers, EMTs, AEMTs, and Paramedics functioning within the Emergency Medical Services System.
Emergency Medical Technician (EMT)	As defined in California Health and Safety Code Section 1797.80.
Enroute	The time that a fully staff Emergency Ground Ambulance has departed to respond to a request for Emergency Ground Ambulance Services.
Estimated Time of Arrival (E.T.A.)	The estimated time that emergency medical service's resources will arrive at a specific location.
Exclusive Operating Area (EOA)	An EMS area or sub area defined by the emergency medical service's plan for which the Agency restricts operations to one provider of Emergency Ground Ambulance Services and Advanced Life Support Ground Ambulance Services.

From Scene	The time that the ambulance departs from the scene enroute to an appropriate receiving location or rendezvous point.
First Responder	A fire department vehicle or police vehicle with personnel capable of providing appropriate prehospital care.
GPS Location System	Vehicle tracking devices authorized by the Agency that allow the Authorized EMS Dispatch Center to determine the location of ambulance vehicles via a computerized mapping system.
HIPAA	Health Insurance Portability and Accountability Act of 1996.
Hospital	A licensed acute care hospital (as referenced by Division 2.5 Health and Safety Code section 1797.88)
Life Threatening Emergency	The term used to denote a condition or situation in which an individual has a need for immediate medical attention requiring a Code-3 response based upon the patient's reported medical condition, or where the potential for such need is perceived by public safety personnel or Emergency Medical Personnel at the scene of an emergency, or dispatch personnel at an Authorized EMS Dispatch Center or an Authorized Ambulance Provider.
Limited Advanced Life Support (LALS)	*Special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code 1797.92*
Limited Advanced Life Support (LALS) Ambulance	*A ground ambulance which provides transport of the sick and injured and is staffed and equipped to provide limited advanced life support (LALS) consistent with California Health and Safety Code, Division 2.5, § 1797.92 and Agency Policies, Procedures and Protocols.*
Major Breach	The repeated failure to correct instances of material breach (including but not limited to Contractor's failure to comply with Agency's Policies, Procedures and Protocols) following written notification to Contractor by the Agency and failure to correct such material breach within the time period specified in Section 12.3 of this Agreement.
Material Breach	Contractor's failure to comply with one or more of the sections in this Agreement.
Medical Direction	Direction given to ambulance personnel by a base/ modified base hospital physician through direct voice contact or through an approved MICN, as required by applicable Agency policies or protocols.
Medical Director	A physician with experience in emergency medical systems who provides medical oversight to the Yuba County EMS System, pursuant to § 1797.204 of the Health and Safety Code.

Ninetieth Percentile	The exact call that is identified when the total number of calls in the compliance period is multiplied times .90 (i.e., 500 calls in compliance period times .90 means the 450 call is at the ninetieth percentile).
Non-Emergency Interfacility Transfer	The term used to denote a condition or situation in which an individual has not experienced a sudden or unexpected change in their medical condition and does not meet the EMD protocol for a life threatening or non-life threatening emergency, and where the potential for such need is not perceived by Emergency Medical Personnel at the scene of an emergency, dispatch personnel at an Authorized EMS Dispatch Center, or an Authorized ALS Ambulance Provider.
Non-Exclusive Operating Area	An EMS area or sub area defined by the emergency medical services plan for which the Agency does not restrict operations to one provider of Emergency Ground Ambulance Services and Advanced Life Support Ground Ambulance Services.
Non-Life-Threatening Emergency	The term used to denote a condition or situation in which an individual has a need for medical attention requiring a Code-2 response based upon the patient's reported medical condition, or where the potential for such need is not perceived by Emergency Medical Personnel at the scene of an emergency, dispatch personnel at an Authorized EMS Dispatch Center, or an Authorized ALS Ambulance Provider.
On Scene	For the purposes of measuring Contractor's response time compliance in this Agreement, "On Scene" shall be understood to mean the time the Emergency Ground Ambulance arrives at the address site or at a designated or assigned staging area. In the case of significantly encumbered/restricted access to the patient, the term "On Scene" shall be understood to mean the time the Emergency Ground Ambulance arrives at the restricted access point, e.g. staging area, at the gate of a closed gated community, or rendezvous point to be escorted to the patient by another individual.
Out of Service – No Beds Available	The term used to denote that an Emergency Ground Ambulance is not available to respond to an emergency call because a hospital does not have sufficient bed space to accept a patient that is in the ambulance crew's care and release the ambulance back into service.
Paramedic	As defined in California Health and Safety Code Section 1797.84.

Quality Improvement Program	Methods of evaluation that are composed of structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process and recognize excellence in performance and delivery of care.
Post	The term used to denote a location identified in the Yuba County System Status Plan to which an ambulance may be assigned to await its next assignment by the Authorized EMS Dispatch Center.
Provider ALS First Response Vehicle	The term used to denote a non-transporting ALS unit staffed by a minimum of one (1) Paramedic and equipped in compliance with applicable Agency policies.
Record of Calls	As required in Title 13 of the California Code of Regulations, Chapter 5, Article 1, section 1100.7: Every ambulance service shall maintain a current record of each emergency call and shall retain such record for a minimum of three years and contain the following information: (a) Date and time of emergency call, location where service is needed, and identity of person receiving the call for ambulance service; (b) Identity of person or, when applicable, the name of the agency requesting an ambulance; (c) Identification of each ambulance and personnel dispatched, and record of siren and red light use; (d) Explanation of any failure to dispatch an ambulance as requested; (e) Time of "Dispatch," "On Scene" "From Scene," At Destination; (f) Destination of patient and time of arrival at destination; (g) Name or other identification of patient (if name unavailable) or description of item requiring emergency transportation.
Response Time	The time measured from the time either an Emergency Ground Ambulance (or a Provider ALS First Response Vehicle integrated into the system by Contractor's System Status Plan is Dispatched until On Scene. A Provider ALS First Response Vehicle On Scene time may be used to calculate the Response Time if adopted as such in Contractor's System Status Plan and approved by the Agency
Response Time Compliance Period	A measurement period defined as any complete month, or accumulation of complete months in which the total number of calls, in a response area, (i.e., Zone 1 Suburban) equals or exceeds 100 or a twelve-month period whichever is first. Measurement will be calculated separately for Code Two and Code Three calls.

Staging	The term used to denote that an Emergency Ground Ambulance is dispatched to respond to an area near a Life-Threatening or Non-Life-Threatening Emergency until allowed to proceed to the site of the patient(s).
Standby	The term used to denote that an Emergency Ground Ambulance or Provider ALS First Response Vehicle is staged near and available to an activity at the request of a public safety agency in which it is presumed there is a high likelihood that a Life-Threatening or Non-Life-Threatening Emergency will occur.
System Status Plan	The plan followed by the Contractor and the Authorized EMS Dispatch Center that identifies the strategic placement of ambulances based upon time of day and ambulance availability and the circumstances under which (a) Mutual Aid response would be requested on Contractor's behalf or (b) Contractor would be requested to perform Mutual Aid for another Contractor in a different Ambulance Response Zone or adjacent county.