

PLACER COUNTY

**EXCLUSIVE OPERATING AREA
AMBULANCE PROVIDER**

AGREEMENT

**FORESTHILL FIRE
PROTECTION DISTRICT**

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

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

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

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

WHEREAS, PROVIDER, a public ambulance service, and its predecessors have continually rendered ambulance services as the sole providers of 9-1-1 emergency ambulance transport within COUNTY since before January 1, 1981; and

WHEREAS, AGENCY on October 31, 2003 granted PROVIDER, pending execution of this AGREEMENT, the exclusive right to serve specific areas of operation within COUNTY as the sole 9-1-1 emergency ambulance provider pursuant to the “grandfathering provisions” of

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the California Health and Safety Code (H&SC), Division 2.5, Chapter 2, section 1797.224; and as indicated in the EMS Plan approved by the State of California Emergency Medical Services Authority; and

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

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

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

NOW THEREFORE the parties agree as follows:

I. DEFINITIONS

Advanced Life Support Ambulance (ALS Ambulance) - An ambulance staffed, equipped and prepared to provide advanced life support in compliance with California Code of Regulations,

Title 22, and in compliance with all prehospital care policies and procedures adopted by AGENCY.

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

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

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

Code 3 – See Emergency Response below

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

Emergency - The functions involved in responding to a request for an ambulance to transport or assist persons in apparent sudden need of medical attention in accordance with the request of a Placer County Public Safety Answering Point (PSAP) or Code 3 requested through a seven (7) digit private call.

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

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

Fiscal Year – July 1 through June 30.

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

Insufficient Ambulance Units -

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

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

Operational Report - The monthly operational report shall contain, but is not limited to, the

following: incident reports, mission failures, and any other information the AGENCY deems appropriate that is standard within the emergency medical services industry.

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

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

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

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

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

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

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

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

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

II. TERM OF AGREEMENT

- A. This Agreement shall be for a term of ten (10) years from the Effective Date.
- B. AGENCY, or its duly authorized designee, may suspend this AGREEMENT immediately upon giving written notice to PROVIDER if PROVIDER'S license to operate is revoked or suspended. Any such action by AGENCY shall be subject to the review procedures for suspensions established herein. If such a suspension order has been issued and remains in effect for a period of at least sixty (60) days, AGENCY may terminate this AGREEMENT by giving at least thirty (30) days prior written notice to PROVIDER.
- C. PROVIDER shall continue to perform during any riot, insurrection, civil unrest, natural disaster, labor action or similar event if such performance remains practical under the prevailing standards of the emergency medical services industry. PROVIDER'S performance under this Agreement may be waived or suspended by AGENCY in the event of riot, insurrection, civil unrest, natural disaster, labor action or other similar event beyond the

control of PROVIDER which affects the delivery of 9-1-1 services (Interruption). If any interruption continues for a period in excess of ninety (90) calendar days and PROVIDER cannot resume performance within 180 calendar days from the initial date of the Interruption, AGENCY may terminate this AGREEMENT upon giving at least thirty (30) days prior written notice to PROVIDER.

D. AGENCY may suspend this AGREEMENT immediately if PROVIDER or employees are engaging in a continuing course of conduct which poses an imminent danger to the life or health of patients receiving or requesting services from PROVIDER. Notification of any such suspension shall be in writing and shall state reasons for the suspension and length of suspension.

E. Should this AGREEMENT be terminated by either party for any reason, PROVIDER shall no longer retain the exclusive right to serve the specific areas of operation within the SERVICE AREA as defined by EXHIBIT A. The existence of this agreement or its termination does not alter PROVIDER'S rights under California Health and Safety Code Section 1797.201 and 1797.224.

F. Either party may terminate this AGREEMENT at any time, without cause, by providing at least one hundred twenty (120) calendar day's prior written notice to the other party.

III. RESPONSIBILITIES OF AGENCY:

A. Administration

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1. AGENCY hereby grants PROVIDER exclusive emergency ambulance service within it's designated zones in Placer County as they are defined in Exhibit "A" (attached hereto and incorporated herein by reference).
2. Exclusivity requires, at a minimum, each in-service ALS ambulance to be staffed by at least one licensed paramedic who is S-SV accredited and an EMT-I certified in the State of California.
3. Agency Director is authorized to act on behalf of AGENCY in all matters related to this AGREEMENT.
4. At any time during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday), and at other times as may reasonably be deemed necessary by AGENCY, AGENCY'S duly designated representative(s) may observe PROVIDER'S operations with reasonable notice. During any observations, AGENCY shall not interfere with PROVIDER'S operations.
5. AGENCY may conduct audits of all AGREEMENTS, financial statements and records, invoices, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to any and all matters in connection with this AGREEMENT, as allowed by law. At AGENCY'S request, PROVIDER will produce copies of specific records as allowed by law within five (5) business days of request. All applicable laws will be adhered to with regard to patient and personnel records' confidentiality. Audit representatives will be duly designated and authorized by

AGENCY. AGENCY shall give PROVIDER thirty (30) days prior written notice of any audit under this paragraph.

6. AGENCY representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with PROVIDER'S personnel in the performance of their duties, and shall at all times be respectful of PROVIDER'S employer/employee relationship.
7. PROVIDER shall designate in writing one or more persons who shall be assigned as liaison to AGENCY to address day-to-day performance issues and PROVIDER'S performance under the AGREEMENT.
8. AGENCY'S duly authorized representative(s) may ride as a third person on any of PROVIDER'S ambulance units or supervisor units when exercising AGENCY'S right to inspect and observe. AGENCY will provide reasonable notice to PROVIDER to limit any potential conflict with interns, normally scheduled riders, or ongoing operations.
9. AGENCY may, from time to time, publish information on provider performance as deemed appropriate by AGENCY.
10. COUNTY may adopt procedures for reviewing and regulating ambulance rates in Placer County. If regulated, PROVIDER shall not charge more than the rates adopted by COUNTY. If regulated, the schedule of rates may be adjusted by COUNTY upon the receipt of a request by AGENCY. AGENCY shall submit a report to COUNTY, which shall conduct a public hearing regarding the requested rate change. In the event that

COUNTY chooses to regulate ambulance rates PROVIDER shall have the right to re-negotiate the terms and conditions of this Agreement with AGENCY which may include but not be limited to provisions for the increase of ambulance rates: (i) annually based on the prior twelve (12) individual months of the Consumer Price Index (CPI) for All Urban Consumers (CPI-U) for the San Francisco Bay Area – Oakland – San Jose (or any successor index); (ii) in the event of substantial and unanticipated impacts on PROVIDER'S costs of providing services or ability to recover patient charges from governmental third party payers, PROVIDER may request and AGENCY may approve changes in patient charges to mitigate the financial impact of changes; or (iii) for expendable supplies when said supplies are newly required by AGENCY pre-hospital protocols adopted during the term of this AGREEMENT or when AGENCY approves new items to be stocked on ambulances.

B. Medical Control

1. AGENCY'S Medical Director shall provide medical control to assure medical accountability throughout the planning, implementation, and evaluation of the EMS system.
2. AGENCY, using state minimum standards, shall establish policies and procedures approved by AGENCY'S Director and Medical Director to assure medical control of the EMS system.

3. PROVIDER shall retain or employ a Medical Director for medical oversight and to interact as a liaison with AGENCY.

IV. SPECIFIC RESPONSIBILITIES OF PROVIDER:

A. Ambulance Personnel

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

B. Crews Quarters

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

C. Deployment of Ambulance Units

1. PROVIDER'S method and manner for providing adequate ambulance services and the deployment plan shall be submitted upon the execution of this AGREEMENT.
2. PROVIDER shall notify AGENCY within thirty (30) days in writing of any proposed change (i.e., station location, number of units available, staffing changes).

3. AGENCY'S review and/or recommendations of the Deployment Plan or any modification of plan is not an approval or acceptance by AGENCY, nor is it a substitute for PROVIDER'S minimum performance requirements under this AGREEMENT, unless modified in writing and agreed to by both parties.
4. The initial Deployment Plan shall specify the general locations of ambulance (s). This Deployment Plan shall additionally specify each station location and the number of vehicles to be deployed during each hour of the day, each day of the week, during the first 90 days of operation.

D. Performance

1. PROVIDER is expected to utilize reasonable management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills.
2. PROVIDER agrees that its performance shall conform to the standards of the emergency medical services industry. PROVIDER shall comply with the applicable protocols for patient transportation and treatment as issued by AGENCY.
3. PROVIDER shall ensure dispatch of the closest available AGENCY authorized 9-1-1 ambulance to the scene of the emergency, except as otherwise provided herein or may be required by law.
4. PROVIDER shall not permit any of its employees, including dispatchers, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.
5. Ambulance personnel shall be neat and clean in public; shall be properly identified by a

name tag, company name and insignia, and the employee's level of prehospital care certification.

6. Employees shall treat other professionals, patients, and their families with professionalism and courtesy.

E. Response Times

1. Ambulance response times must meet the standards set forth in Exhibit "B", S-SV Policy, Reference # 415 attached hereto and incorporated herein by reference. Every in-service ambulance unit must be, (unless PROVIDER submits to AGENCY in writing, a modification) equipped and staffed to operate at the advanced life support (paramedic) level on all 9-1-1 ambulance responses.
2. PROVIDER shall have a written policy, and shall make all reasonable efforts to immediately notify the jurisdictional PSAP of the location from where the ambulance is responding.
3. PROVIDER shall submit a monthly response time compliance report, utilizing CAD data, or until available, the S-SV PCR data form to AGENCY.
4. PROVIDER may request that AGENCY issue a written response time waiver for a period of time. PROVIDER shall submit any Response Waiver Request in writing to AGENCY within ten (10) days of the circumstances that form the basis of the Response Waiver Request. The Response Waiver Request shall be detailed and articulate specific reasons for the request. PROVIDER'S Response Waiver Request may be prospective or retrospective depending on the circumstances. AGENCY shall issue its written decision on the Response

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Waiver Request within ten (10) days of its submission by PROVIDER. AGENCY may grant or deny any Response Waiver Request at its sole discretion.

5. The calculation of the ninety percent (90%) requirement shall be made on a monthly basis.
6. PROVIDER shall always inform the PSAP of such alternate service movements, the back-up providers estimated time of arrival (ETA) to the emergency and responding location, immediately upon dispatch.
7. If PROVIDER accepts mutual aid , PROVIDER shall assure that contractual response time requirements are met.
8. Within reasonable limits, PROVIDER agrees to provide automatic aid, back-up or mutual aid emergency ambulance services when requested by the AGENCY, an EMS Dispatch Center, a PSAP or by EMS providers from neighboring areas. PROVIDER shall ensure that response times are provided to AGENCY in PROVIDER'S monthly report.
9. In the event that the monthly operations report indicates that PROVIDER has not met the 90% response time standard, PROVIDER shall prepare and submit, with the monthly operations report, a written plan which shall detail the corrective actions to be taken by PROVIDER to meet the response time standard, and the time frame for those corrective actions to occur.
10. PROVIDER may enter into automatic aid agreements with adjacent provider with AGENCY as signator to the Agreement. The exclusive PROVIDER responsible for coverage of the effected area shall retain all rights and responsibilities for that exclusive area. When an

automatic aid agreement exists, PROVIDER shall assure that contractual response time requirements are met.

11. PROVIDER will submit a monthly report to AGENCY that will include data mutually agreed to by the parties, i.e., personnel changes, station relocation, etc.

F. Disaster/Emergencies

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

G. Rules and Regulations

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

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

H. Performance Security

PROVIDER must obtain and maintain in full force and effect, throughout the term of this AGREEMENT, including any extensions, assurance of performance of the terms of this Agreement a binding mutual assistance agreement with another qualified provider whereby such other qualified provider guarantees performance of PROVIDER'S obligation under this

Agreement following termination of this Agreement for material breach, including provisions for assignment of PROVIDER'S personnel and/or facilities and equipment to such other qualified provider to the extent necessary to meet the conditions of this Agreement.

I. Provider Policies and Procedures:

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

1. Recruitment.
2. Pre-employment screening/hiring standards.
3. Orientation and training program for new employees.
4. In-service training and education.
5. Probation period.
6. Refresher course training
7. Personnel evaluations.
8. Wage, salary, benefits packages, and general work conditions.
9. Work schedules/work coverage protocols.
10. Dispatch Protocols and policies which include continuous quality improvement.
11. Evaluation and handling of patients in the provision of service.
12. Role and responsibilities of field supervisors.
13. Employee job descriptions, including, but not limited to, all field, supervisory and management personnel.

14. Mapping education within PROVIDER'S area of service and familiarization with Placer County.

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

J. Continuous Quality Improvement

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

K. Equipment

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

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

L. Public Information

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

M. Integration of Services

PROVIDER shall participate when possible (as a member of the committee or audience) in

the following S-SV committees and any others determined by AGENCY:

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

N. Records

1. PROVIDER shall initiate a NEMSIS compliant electronic Patient Care Report Form for every dispatched response and submit the required data elements to AGENCY, pursuant to S-SV EMS Prehospital Care Policy Number 605, Patient Care Report Form, and Policy

Number 605, Mandatory Data Elements.

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

O. Conflict Of Interest

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

P. FEES

a. Management/Monitoring Fee

1. PROVIDER shall pay an annual fee of \$600 the first year of the contract with a 2% increase per year for five years. After 5 years the fee may be adjusted to average 5 year expense of monitoring costs. This fee is intended to cover the following AGENCY costs (Monitoring Costs) related to monitoring and enforcing the provisions of this AGREEMENT for each fiscal year covered by this AGREEMENT.
 - a. The salary and benefits of one full time, part-time or independent contractor employed as the Contract Compliance Officer employed by the AGENCY, whose salary and benefits shall not exceed the applicable AGENCY salary schedule category suitable for an individual of comparable education and experience;
 - b. Overhead attributable to the Contract Compliance Officer in an amount determined in accordance with the County allocation procedures customarily utilized by AGENCY;
 - c. PROVIDER'S Monitoring Costs are determined based upon the previous 5 year average costs.
2. Monitoring Costs thereafter shall be paid to AGENCY annually within 60 days of receipt of invoice.

V. MATERIAL BREACH OF AGREEMENT

A. Notice of Default.

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

B. Definition of Material Breach.

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

1. Failure to comply with response time requirements within the EOA for three (3) consecutive calendar months or for a total of four (4) months in any twelve (12) consecutive month period.
2. PROVIDER'S response time compliance falls below eighty percent (80%) for any month within the term of this AGREEMENT.
3. Intentional falsification or omission of data or information supplied to AGENCY by PROVIDER, which effects or has the effect of misrepresenting PROVIDER'S performance under this AGREEMENT.
4. Failure of PROVIDER to maintain in force throughout the term of the AGREEMENT, including any extensions thereof, the insurance coverage required herein.
5. Multiple or unremediated failures by PROVIDER to correct any minor breach of this AGREEMENT within a reasonable period of time after written notice from AGENCY.
6. Any act or omission of PROVIDER, which, in the reasonable opinion of AGENCY Medical Director, poses a serious risk to public health and safety.
7. Filing of a bankruptcy petition by or against PROVIDER, alleging that PROVIDER is or will become insolvent; appointment of a trustee or receiver for PROVIDER or for any of

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

8. Material failure of the PROVIDER to operate the ambulance service in a manner which enables the PROVIDER to remain in compliance with the requirements of applicable Federal, State, County, City, and AGENCY laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach of this AGREEMENT.
9. Willful, chronic, or repeated material failure to comply with any obligation made in this AGREEMENT, if the AGENCY determines that such failure endangers the public health or safety as defined by governing law.

C. Dispute Resolution

1. If PROVIDER commits a material breach of its AGREEMENT to provide ambulance services, then AGENCY following the procedures set forth herein and with the approval of the JPA Governing Board may terminate AGREEMENT, remove PROVIDER from its position as ambulance provider and/or take remediation measures as set forth herein.
2. If AGENCY has reason to believe that a material breach may have occurred, AGENCY may conduct such investigation as may be appropriate to enable AGENCY to make a preliminary determination as to whether a material breach has occurred and whether such breach presents a danger to the public health or safety. If AGENCY makes a preliminary determination that a material breach has occurred, AGENCY shall give to PROVIDER

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

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

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

- a. The JPA Governing Board shall set forth recommended findings on the issue of whether a material breach has occurred.
- b. If the JPA Governing Board recommends a finding that a material breach has occurred, the JPA Governing Board shall specify AGREEMENT provisions that have been breached and

the facts upon which the findings are based.

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

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

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

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

7. If the JPA Governing Board decides that there has been a material breach without presenting a danger to the public health and safety. PROVIDER will cure the Breach within forty-five (45) days or AGREEMENT will be terminated.

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

D. REMEDIATION MEASURES

1. Remediation Measures Cooperation: PROVIDER shall cooperate completely and immediately with the JPA Governing Board and its agents to effect any immediate remediation measures ("Remediation Measures"). Remediation measures may include:
- a. Retention of an emergency medical services operations consultant ("Operations Consultant") by the JPA Governing Board at PROVIDER'S cost. The Operations Consultant will provide day-to-day oversight and monitoring of PROVIDER'S operations and may make operations recommendations to PROVIDER. The JPA Governing Board may retain the Operations Consultant for a period of time equal to the lesser of: (i) six (6) months from the date that the JPA Governing Board declares PROVIDER in material breach; (ii) the date PROVIDER cures any material breach; or (iii) the date the JPA Governing Board retains a new emergency medical services provider to replace PROVIDER; or

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

VI. INDEMNIFICATION AND INSURANCE

A. Indemnification

1. PROVIDER shall defend, indemnify and hold harmless AGENCY, its officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of PROVIDER'S officers, directors, agents, employees, or subcontractors.
2. AGENCY shall defend, indemnify, and hold harmless PROVIDER, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of AGENCY'S, officers, directors, agents, employees, or volunteers.
3. It is the intention of AGENCY and PROVIDER that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of

their respective officers, directors, agents, employees, volunteers, and PROVIDER'S subcontractors. It is also the intention of AGENCY and PROVIDER that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, AGENCY and PROVIDER'S subcontractors.

B. Insurance

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

1. Medical Malpractice Liability Insurance for all activities of PROVIDER and his/her employees arising out of or in connection with this AGREEMENT in an amount of no less than five million dollars (\$5,000,000) in the aggregate annually. In the event PROVIDER cannot provide an occurrence policy, PROVIDER shall provide insurance covering claims made as a result of performance of AGREEMENT and shall maintain such insurance in effect for at least six (6) months following termination or expiration of this AGREEMENT.
2. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of PROVIDER, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below, and including coverage for:

- a) Premises and operations;
- b) Products and completed operations;
- c) Contractual liability insuring the obligations assumed by PROVIDER in this AGREEMENT;
- d) Broad form property damage (including completed operations);
- e) Explosion, collapse, and underground hazards; and
- f) Personal injury liability.

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to work under the AGREEMENT.

3. One of the following forms is required:

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

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

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

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

- a) The limits of liability shall not be less than:
 - 1) Five million dollars (\$5,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - 2) Five million dollars (\$5,000,000) for Products-Completed Operations
 - 3) Five million dollars (\$5,000,000) General Aggregate
- b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be six million dollars (\$6,000,000).

6. Special Claims Made Policy Form Provisions:

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

- a) The limits of liability shall not be less than:
 - 1) Five million dollars (\$5,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - 2) Five million dollars (\$5,000,000) aggregate for Products Completed Operations
 - 3) Five million dollars (\$5,000,000) General Aggregate
- b) The insurance coverage provided by PROVIDER shall contain language providing coverage up to six (6) months following the completion of the AGREEMENT in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claim made

policy.

C. Endorsements

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

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

D. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than five million dollars (\$5,000,000) combined single limit for each occurrence. Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

E. Worker's Compensation & Employees Liability Insurance

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

shall pay full compensation for all costs incurred.

VII. GENERAL CONTRACT REQUIREMENTS

A. Non-Discrimination

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

B. Notice to Employees

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

C. Drug-Free Workplace

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

D. Assignment

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

E. Independent Contractor

In the performance of this agreement, PROVIDER, its agents and employees are, at all times, acting and performing as independent contractors, and this agreement creates no relationship of employer and employee as between COUNTY or AGENCY and PROVIDER. PROVIDER agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY or

AGENCY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY and AGENCY employees.

PROVIDER shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

F. Confidentiality

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

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

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

PROVIDER ensures that any subcontractors' agents receiving health information related to this contract agree to the same restrictions and conditions that apply to PROVIDER with respect to such information.

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

G. Amendments

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

H. Venue and Jurisdiction

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

I. Notices

Any notice required or permitted by this AGREEMENT shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by or facsimile

**FORESTHILL FPD
EXCLUSIVE OPERATING AREA
AMBULANCE AGREEMENT
PLACER COUNTY
SEPTEMBER 2017**

transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to PROVIDER:

Ian Gow, Chief
Foresthill Fire Protection District

With Mandatory Copy to:

Randall Wilson, Counsel
Sinclair Wilson, Attorneys at Law
2390 Professional Dr.
Roseville CA 95661

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

**FORESTHILL FPD
EXCLUSIVE OPERATING AREA
AMBULANCE AGREEMENT
PLACER COUNTY
SEPTEMBER 2017**

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

Victoria Pinette
Regional Executive Director
S-SV EMS Agency
5995 Pacific St.
Rocklin CA 95677

Date: _____

Ian Gow
Chief
Foresthill Fire Protection District

Date: _____

APPROVED BY:
JPA Governing Board of Directors

Leonard Moty, Chairperson

Date: _____

Forrest Eklund
Chairman
Foresthill Fire Protection District

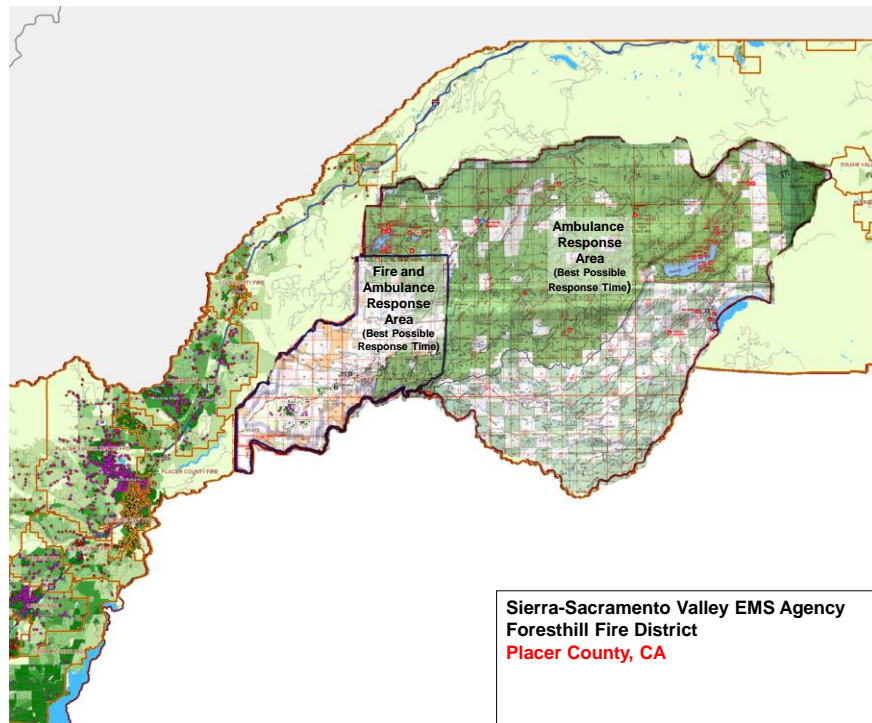
Date: _____

Brian Wirtz, Deputy County Counsel

Date: _____

**FORESTHILL FPD
EXCLUSIVE OPERATING AREA
AMBULANCE AGREEMENT
PLACER COUNTY
SEPTEMBER 2017**

EXHIBIT A – MAP



**EXHIBIT B – RESPONSE TIME
POLICY**



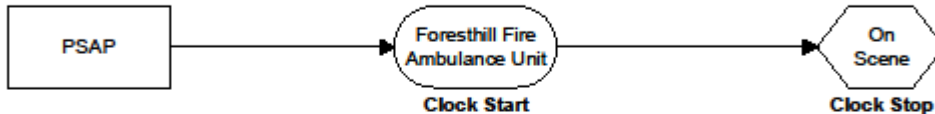
**SIERRA SACRAMENTO VALLEY EMS AGENCY
PROGRAM POLICY**

REFERENCE NO. 415-B

SUBJECT: 911 RESPONSE TIME CRITERIA – PLACER COUNTY

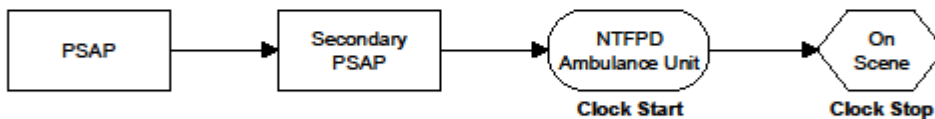
Foresthill Fire Protection District

| Ambulance Response Zone | Response Time Standard |
|--------------------------------------|----------------------------|
| Foresthill, Todd Valley, Baker Ranch | 15 minutes/90% of the time |
| Foresthill Wilderness | As soon as possible |



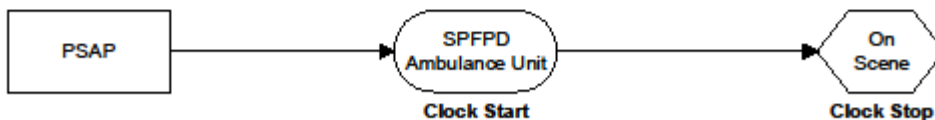
North Tahoe Fire Protection District

| Ambulance Response Zone | Response Time Standard |
|--|----------------------------|
| Kings Beach & Tahoe City | 10 minutes/90% of the time |
| Remainder of North Tahoe Fire District | 20 minutes/90% of the time |
| North Tahoe Fire District Wilderness | As soon as possible |



South Placer Fire Protection District

| Ambulance Response Zone | Response Time Standard |
|---------------------------------------|--|
| South Placer Fire Protection District | ALS 10 minutes/90% of the time Ambulance 15 minutes/90% of the time |



Effective Date: 06/01/2015
Next Review Date: 11/2017
Approved by:

Date last Reviewed/Revised: 11/2014
Page 1 of 2

SIGNATURE ON FILE
S-SV EMS Medical Director

SIGNATURE ON FILE
S-SV EMS Regional Executive Director

**FORESTHILL FPD
EXCLUSIVE OPERATING AREA
AMBULANCE AGREEMENT
PLACER COUNTY
SEPTEMBER 2017**