



Colusa County Exclusive Operating Area (EOA)
Ground Ambulance Services Agreement
With American Medical Response West
DBA: American Medical Response (AMR)

Sierra – Sacramento Valley
Emergency Medical Services Agency

AMR Colusa County Exclusive Operating Area (EOA) Ground Ambulance Services Agreement

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**COLUSA COUNTY EXCLUSIVE GROUND AMBULANCE SERVICES
AGREEMENT WITH AMERICAN MEDICAL RESPONSE (AMR)**

This ground ambulance services exclusive operating area (EOA) agreement (hereinafter referred to as 'AGREEMENT') for Colusa County (hereinafter referred to as 'COUNTY') is entered into this 1st day of April 2024, by and between the SIERRA – SACRAMENTO VALLEY EMERGENCY MEDICAL SERVICES AGENCY (hereinafter referred to as 'AGENCY') and AMERICAN MEDICAL RESPONSE WEST, DBA AMERICAN MEDICAL RESPONSE (AMR) (hereinafter referred to as 'CONTRACTOR').

SECTION 1: RECITALS OF AUTHORITY

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

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

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

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

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

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

WHEREAS, on January 12, 2024, at its regular scheduled meeting, the AGENCY'S JPA Governing Board of Directors determined that CONTRACTOR had submitted the proposal that attained the highest over-all point score and best serves the interests of the COUNTY and the AGENCY; and

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

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

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

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

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

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

SECTION 2: AGREEMENT TERM, SUSPENSION, AND TERMINATION

- 2.1** This AGREEMENT shall, subject to the limitations contained herein, be for a period of three (3) years, beginning April 1, 2024. The AGENCY, with the mutual agreement of the CONTRACTOR, may extend this AGREEMENT, with or without modification, for an additional two (2) 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.
- 2.2** CONTRACTOR shall not be responsible for any delay in or failure of performance resulting from riot, insurrection, civil unrest, natural disaster, pandemic, epidemic, public health emergency, labor action, or similar event.
- 2.3** The AGENCY may suspend this AGREEMENT immediately if CONTRACTOR or CONTRACTOR'S personnel are engaging in a continuing course of conduct which poses an imminent threat to the public health and safety. Notification of any such suspension shall be in writing and shall state the reason(s) for the suspension and suspension length.
- 2.4** The AGENCY, pursuant to the provisions contained in Section 6.14 ('Default and Provisions for Termination of the AGREEMENT') of this AGREEMENT, may terminate this AGREEMENT should CONTRACTOR fail to perform properly any of its obligations contained herein. In the event of such termination, the AGENCY may proceed with the work in any reasonable manner it chooses.
- 2.5** This AGREEMENT may be terminated early by mutual consent of CONTRACTOR and the AGENCY. Additionally, either party may terminate this AGREEMENT without cause upon 365 days' written notice to the other party. Prior to giving said notice the parties shall meet and confer in an attempt to resolve the issue(s) causing the termination.

SECTION 3: CONTRACT RESPONSE AREA

- 3.1** All requirements described in this AGREEMENT apply to the EOA as shown in Exhibit A of this AGREEMENT.
- 3.2** All requests for emergency ground ambulance service originating within the COUNTY (as shown in Exhibit A of this AGREEMENT) shall be exclusively referred to CONTRACTOR,

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and CONTRACTOR shall be responsible for providing all emergency ground ambulance responses and transports originating within the COUNTY as follows:

- A. Made in response to 911/Public Service Answering Point (PSAP) requests.
- B. Made in response to requests for emergency ambulance service transmitted through an authorized PSAP.
- C. Made in response to requests for emergency ambulance service made directly to any ambulance service or other entity from a private telephone call or other means.
- D. Any other request for service requiring an emergency ground ambulance response, as defined in the AGENCY'S policies and procedures.

3.3 The AGENCY shall not enter into a ground ambulance service provider agreement with any other organization, entity, or governmental body to provide emergency ground ambulance services within the EOA described herein during the period of this AGREEMENT or any extensions thereof except as described herein, nor shall the AGENCY knowingly permit any ground ambulance service provider to render such services within the EOA except as provided in this AGREEMENT.

3.4 In consideration for providing emergency ground ambulance services in accordance with the terms described in this AGREEMENT, CONTRACTOR is also entitled to be a non-exclusive ground ambulance service provider for the following types of services throughout the COUNTY:

- A. Basic Life Support (BLS) non-emergency/interfacility ground ambulance services.
- B. Advanced Life Support (ALS) non-emergency/interfacility ground ambulance services.
- C. BLS and ALS special event standby services.

CONTRACTOR shall adhere to AGENCY policies when providing non-exclusive ambulance services pursuant to this AGREEMENT.

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

SECTION 4: AGENCY RESPONSIBILITIES**4.1 Administration**

- A. The AGENCY'S Director shall serve as the Contract Administrator and shall represent the AGENCY in all matters pertaining to this AGREEMENT. The Contract Administrator or their designee, including the AGENCY'S Contract Compliance Manager may:
1. Audit and inspect CONTRACTOR'S financial records, operational records, and patient care records in relation to the services provided under this AGREEMENT.
 2. Monitor CONTRACTOR'S delivery of EMS system services for compliance with this AGREEMENT.
 3. Provide appropriate reports and other communications to the public, EMS system participants, and other entities in relation to CONTRACTOR'S delivery of EMS system services under this AGREEMENT.
- B. At any time during normal business hours (8:00 am to 5:00 pm Monday - Friday), and at other times as may reasonably be deemed necessary by the AGENCY, AGENCY representatives may observe CONTRACTOR'S operations, with reasonable notice.
- C. AGENCY representatives, upon providing reasonable notice, may ride as a third person on any of CONTRACTOR'S ambulance units when exercising the AGENCY'S right to inspect or observe, subject to CONTRACTOR'S policies and procedures.
- D. AGENCY representatives shall conduct themselves in a professional and courteous manner, not interfere with CONTRACTOR'S personnel in the performance of their duties and shall be respectful of CONTRACTOR'S employer/employee relationship.

4.2 Medical Control

- A. The AGENCY'S Medical Director shall provide medical control to assure medical accountability throughout the planning, implementation, and evaluation of the EMS system within the COUNTY.
- B. The AGENCY, using state minimum standards, shall establish policies and procedures approved by the AGENCY'S Director and Medical Director to assure ongoing medical control of the EMS system within the COUNTY.
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SECTION 5: CONTRACTOR RESPONSIBILITIES**5.1 General Performance Requirements**

- A. CONTRACTOR'S performance shall continually conform to EMS industry standards, as reasonably interpreted by CONTRACTOR, while providing services under this AGREEMENT.
- B. CONTRACTOR shall comply with all ambulance response times and other performance standards contained in this AGREEMENT.
- C. CONTRACTOR shall notify the AGENCY of any situation that hinders its ability to provide EMS system services under this AGREEMENT.

5.2 Personnel

- A. CONTRACTOR shall preferentially hire eligible full-time, non-supervisory field EMT and paramedic personnel (referred to in this section of the AGREEMENT as 'applicable personnel') employed within the COUNTY by the outgoing COUNTY emergency ground ambulance provider.
 - 1. All applicable personnel that desire to continue their careers in the COUNTY EMS system (and that meet all local, state and CONTRACTOR criteria) shall receive first and full hiring consideration by CONTRACTOR.
 - 2. CONTRACTOR shall provide applicable personnel employment in substantially similar positions.
 - 3. CONTRACTOR shall provide applicable personnel wage and benefit programs comparable to the current wage and benefit programs of the outgoing COUNTY emergency ground ambulance provider.
 - 4. CONTRACTOR shall provide applicable personnel with the ability to retain their "seniority status" earned while working full-time in the COUNTY EMS system for such purposes as ambulance shift bids/assignments.
- B. CONTRACTOR'S emergency 911 ambulances shall be equipped and staffed to operate at the ALS level, with a minimum of one California licensed and AGENCY Accredited paramedic and one California certified Emergency Medical Technician (EMT), unless alternative staffing is specifically authorized by the AGENCY.

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- C. CONTRACTOR'S personnel employed in the performance of work under this AGREEMENT shall be competent and hold current and valid certificates, licenses, and accreditations as required by California EMS statutes/regulations and AGENCY policies for their applicable level of EMS certification/licensure.
- D. CONTRACTOR shall maintain current records of its personnel, including addresses, phone numbers, qualifications, and certificates/licenses/accreditations with expiration dates, and shall provide such records to the AGENCY upon request.
- E. CONTRACTOR shall provide field evaluation of its paramedic personnel, as necessary to obtain AGENCY paramedic accreditation.
- F. CONTRACTOR shall ensure that its personnel are properly oriented before being assigned to perform services under this agreement. CONTRACTOR'S new employee orientation program shall include, at a minimum, an EMS system overview; EMS policies and procedures including patient destination, 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/maintenance, in addition to CONTRACTOR'S policies and procedures. CONTRACTOR'S new employee orientation program shall be subject to AGENCY review.
- G. After completion of CONTRACTOR'S new employee orientation program, CONTRACTOR'S new employees (trainees) shall be assigned to a Field Training Officer (FTO) for an appropriate period of time as determined necessary by CONTRACTOR, to ensure the following:
 - 1. Orientation to the geography of the COUNTY.
 - 2. Area hospital location and capabilities, including MCI/Disaster Control Facilities.
 - 3. Other frequented facilities.
 - 4. CONTRACTOR'S posting/crew quarter's locations.
 - 5. Local first responder stations and operations.
 - 6. Comprehensive basic & advanced skills and patient assessment/care evaluation.
- H. CONTRACTOR shall provide initial and on-going Emergency Vehicle Operators Course (EVOC) training to its field personnel.

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- I. CONTRACTOR shall provide training in diversity awareness, conflict resolution, and assaultive behavior management to its field personnel.
- J. CONTRACTOR shall provide ongoing in-service training and continuing education programs designed to meet state and AGENCY licensure/certification requirements at no cost to its employees. All in-service training and continuing education programs shall comply with applicable EMS statutes/regulations and AGENCY policies. AGENCY may mandate additional specific in-service training and continuing education programs as deemed necessary/appropriate. AGENCY may review/audit any in-service training and continuing education programs offered by CONTRACTOR.
- K. CONTRACTOR shall have policies that require its personnel to follow all of the AGENCY'S EMS system policies, procedures, and treatment protocols.
- L. CONTRACTOR shall have practices/policies designed to promote workforce harmony and prevent discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability.
- M. CONTRACTOR shall have a mechanism for involving its field employees in quality & performance improvement projects.
- N. CONTRACTOR shall have a policy that prohibits its personnel from performing any services under this AGREEMENT while under the influence of any alcoholic beverage, illegal drug, or narcotic. Such policy shall also prohibit CONTRACTOR'S personnel from performing such services under the influence of any other substances, which impairs their physical or mental performance.
- O. CONTRACTOR shall ensure its personnel wear appropriate uniform attire and comply with CONTRACTOR'S grooming standards.
- P. CONTRACTOR shall ensure its personnel are properly identified by a name tag, company name/insignia, and their applicable level of EMS certification/licensure.
- Q. CONTRACTOR shall ensure its personnel treat other EMS system participants, the public, patients, and their families with professionalism and courtesy. CONTRACTOR shall adequately address and correct any occasional departure from this standard of conduct.

5.3 Work Schedules

- A. CONTRACTOR shall utilize reasonable management practices to ensure its field personnel working extended shifts, part-time jobs, voluntary or mandatory overtime are not exhausted to an extent which might impair their judgment or motor skills.
- B. CONTRACTOR shall develop/maintain a fatigue policy, consistent with EMS industry standards as reasonably interpreted by CONTRACTOR and shall provide a copy of its fatigue policy to the AGENCY upon request.

5.4 Crew Quarters

As part of the COUNTY subsidy, the City of Williams and/or the COUNTY will provide/maintain two (2) crew quarters, one (1) located in the City of Colusa and one (1) located in the City of Williams, for use by CONTRACTOR and CONTRACTOR'S personnel for the duration of this AGREEMENT and any extension thereof.

- A. The crew quarters shall have suitable bedrooms, living spaces, bathrooms, and kitchens.
- B. The crew quarters shall be treated appropriately and maintained in clean/sanitary conditions by CONTRACTOR and CONTRACTOR'S personnel.
- C. Routine utility costs (electric, natural gas/propane, water/sewer, and regular garbage collection, as applicable) for the crew quarters will be paid for by the City of Williams and/or the County (as applicable).
- D. CONTRACTOR shall be responsible for furnishing the crew quarters and for any additional costs (internet/cable TV services, infectious waste disposal, etc.).
- E. The City of Williams and/or the COUNTY (as applicable) shall have the right to inspect the crew quarters during normal business hours, upon giving a minimum of 24 hours' notice to CONTRACTOR.
- F. The Crew quarters shall be returned to the City of Williams and/or the COUNTY in good condition, less normal wear and tear, at the conclusion of the AGREEMENT and any extension thereof.

5.5 Risk Management and Loss Control

- A. CONTRACTOR shall implement/maintain an employee pre-screening process, to include, at a minimum, background checks, pre-placement employee health evaluation, and drug testing.
- B. CONTRACTOR'S new employee orientation program shall include training on appropriate/necessary safety and risk management topics. CONTRACTOR shall also provide annual refresher courses and/or recurrent training on appropriate/necessary safety and risk management topics to all its employees.
- C. CONTRACTOR shall report any adverse medical device-related events to the AGENCY and other required reporting entities in a timely manner.

5.6 Employee Health/Safety and Infection Control

- A. CONTRACTOR shall implement/maintain programs to enhance the health and safety of its personnel.
- B. CONTRACTOR shall have a process for identification and employee reporting of health/safety and infection control related issues, concerns, injuries, and exposures.
- C. CONTRACTOR shall review and address all identified/reported health/safety and infection control related issues, concerns, injuries, and exposures, and shall implement appropriate measures to reduce/eliminate similar future recurrences.
- D. CONTRACTOR shall provide its personnel with all training, personal protective equipment (PPE), and immunizations necessary to ensure protection from illness or injury when providing services under this AGREEMENT. At a minimum, PPE shall include appropriate head, respiratory, and flesh protection for its personnel.
- 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. CONTRACTOR'S personnel shall be trained in prevention and universal precautions.
- F. CONTRACTOR shall notify the AGENCY within five (5) business days of any OSHA major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR'S operations.

5.7 Critical Incident Stress Management

CONTRACTOR shall develop and maintain a Critical Incident Stress Management (CISM) program. CONTRACTOR'S CISM program shall be available at no cost to CONTRACTOR'S personnel 24 hours a day, 365 days a year. CONTRACTOR'S CISM program shall be subject to AGENCY review.

5.8 Management and Supervision

- A. CONTRACTOR is responsible for conducting employment matters with its employees, including managing its personnel and resources effectively in a manner that ensures compliance with this AGREEMENT. The AGENCY will not otherwise involve itself in CONTRACTOR'S management/employee relationships.
- B. CONTRACTOR shall employ adequate local management/supervisory staff who are available on a twenty-four (24) hours per day, seven (7) days a week basis to serve as a resource for CONTRACTOR'S field personnel, oversee operations, and respond to multi-casualty incidents as is reasonable. It is understood that CONTRACTOR'S local management/supervisory staff may be located in adjacent/nearby counties.
- C. CONTRACTOR'S local management/supervisory staff shall reasonably respond to any request by the AGENCY or EMS system participants within the COUNTY.

5.9 CONTRACTOR Policies and Procedures

- A. CONTRACTOR shall have written policies and procedures, as applicable to CONTRACTOR'S operations under this AGREEMENT, addressing 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 policies/protocols.

11. Evaluation and handling of patients in the provision of EMS services.

12. Employee job descriptions.

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

5.10 Statutes, Regulations, Policies, Procedures, and Protocols

CONTRACTOR shall adhere to all applicable local, state and/or federal statutes/regulations and AGENCY policies, procedures, and protocols that exist now or in the future, related to the EMS industry and services provided under this AGREEMENT which may include, but is not limited to, the following:

A. AGENCY'S Policy/Protocol Manual.

B. California Health and Safety Code, Division 2.5, Chapter 2, Section 1797 et.seq.

C. California Code of Regulations, Title 13, and Title 22.

D. California Vehicle Code.

E. California Highway Patrol Ambulance Drivers Handbook.

F. California Business and Professions Code.

G. California Government Code.

H. State and Federal OSHA Blood Borne Pathogen Training Requirements.

I. State and Federal OSHA Hazardous Materials Awareness Training Compliance.

5.11 Dispatch and Communications Services

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

B. CONTRACTOR'S dispatch staff shall be adequately trained/oriented prior to performing services under this AGREEMENT.

C. CONTRACTOR'S dispatch center staffing levels shall be such that requests for ambulance services are answered/acknowledged within fifteen (15) seconds.

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- D. CONTRACTOR shall be responsible for all radio equipment and cellular phones necessary to provide services pursuant to the AGREEMENT.
- E. CONTRACTOR shall equip all ambulances with radio equipment and cellular telephones to allow reliable communications with CONTRACTOR'S dispatch center, COUNTY authorized/recognized PSAPs, first responder agencies within the COUNTY, and applicable hospital receiving facilities.
- F. CONTRACTOR'S ambulance crews shall be capable of transmitting 12-lead ECGs to receiving facilities.
- G. CONTRACTOR shall equip all ambulances with Automatic Vehicle Locators (AVLs), Mobile Data Terminals (MDTs), and GPS mapping technology, which shall integrate directly with CONTRACTOR'S dispatch center's CAD system.

5.12 Ambulance Deployment Requirements

- A. CONTRACTOR shall staff/deploy a minimum of two (2) ALS (paramedic) ambulances on a 24 hours per day, 7 days per week, 365 days per year basis within the COUNTY. One (1) ALS ambulance shall be stationed in the City of Colusa and one (1) ALS ambulance shall be stationed in the City of Williams.
- B. CONTRACTOR may develop a system status management plan or other similar process to facilitate the movement/posting of its ALS ambulances to cover other areas of the COUNTY as appropriate/necessary. CONTRACTOR'S system status plan or other similar process, if so developed, shall be subject to review by the AGENCY.
- C. CONTRACTOR'S ALS ambulances utilized in the provision of services under this AGREEMENT shall be dedicated to the COUNTY 911/emergency system and shall only be utilized for interfacility transport of emergent patients who require immediate transfer to a higher level of care, as determined by the transferring physician, when alternative ground/air ambulance resources are not readily available.
- D. CONTRACTOR shall notify the AGENCY in a timely manner of any issues/concerns related to the utilization of its emergency ALS ambulances to conduct interfacility patient transports. The AGENCY will also monitor such utilizations as part of the monthly review of CONTRACTOR'S response time data. The AGENCY reserves the

right to disallow the use of CONTRACTOR'S emergency ALS ambulances to perform interfacility patient transports if it so determines that such uses are inappropriate.

5.13 Response Time Performance Requirements

- A. Response times will be measured in minutes and integer seconds and shall be time stamped by CONTRACTOR'S CAD system.
- B. Response time performance requirements and a map of the COUNTY Emergency Response Zone boundaries are included in Exhibit B of this AGREEMENT.

5.14 Response Time Measurement Methodology

CONTRACTOR'S response times will be calculated monthly to determine compliance with the standards set forth in Exhibit B of this AGREEMENT, based on the following methodology:

- A. CONTRACTOR'S response time clock begins at the time the following information, at a minimum, is transmitted to the assigned ambulance crew ('Call Dispatch'):
 - 1. Response code/priority.
 - 2. Exact address or descriptive location such as building or landmark.
 - 3. If no ambulance is available at the time the dispatcher is ready to dispatch an ambulance, the ambulance response time shall begin at the time the dispatcher notes in the automated dispatch system record that no ambulance is available.
- B. CONTRACTOR'S response time clock stops when the ambulance arrives at the incident location ('At Scene'). If the ambulance responds to a location other than the scene, 'At Scene' shall be the time the ambulance arrives at the applicable location.
- C. The response time is defined as the interval, in exact minutes and seconds, between 'Call Dispatch' and 'At Scene'.
- D. On incidents where the ambulance crew fails to report 'At Scene', the time of the next communication between CONTRACTOR'S dispatch center and the ambulance crew shall be used as the 'At Scene' time. CONTRACTOR may be able to document the actual arrival time through other valid means (first responder, PSAP, AVL, communication audio files/logs, etc.), if an auditable report of any edits is produced.
- E. The following calls shall be excluded from response time compliance calculations:

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1. Calls dispatched Code 2 or downgraded from Code 3 to Code 2.
 2. Calls that are cancelled prior to the arrival of the ambulance at scene.
 3. Calls with incident locations outside the COUNTY.
- F. Each incident will be counted as a single response, regardless of the number of units utilized. The response time of the first arriving ambulance will be used to calculate the response time for that incident.
- G. Response time requirements for emergency response zones shall be reported separately but combined countywide for compliance purposes. All responses in the COUNTY will be included in the calculation of non-compliance penalties.
- H. The AGENCY may evaluate call volume to address changes occurring within the COUNTY. In the event of significant ambulance call volume or other pertinent changes impacting a specific response zone, the AGENCY may modify the response time requirements of that zone. Input from CONTRACTOR and other pertinent EMS system participants will be considered prior to the modification of any response time requirements.

5.15 Response Time Exceptions

- A. The AGENCY may allow exceptions to the response time standards during a declared multi-casualty/disaster incident within the COUNTY, or during a declared disaster in a neighboring county to which ambulance assistance is being provided as requested by the AGENCY or an authorized requestor.
- B. The AGENCY may allow exceptions to the response time standards for good cause, as reasonably determined by the AGENCY. At a minimum, the asserted grounds for exception must have been a substantial factor in producing a particular excess response time, and CONTRACTOR must have demonstrated a good faith effort to respond to the call(s). Good cause for an exception may include, but is not limited to:
1. Unusual system demand.
 2. Incorrect or inaccurate dispatch information received from a PSAP/caller.
 3. Disrupted voice or data radio transmission.
 4. Material changes in dispatched location.
 5. Unavoidable telephone communications failure.

6. Inability to locate address due to non-existent address.
 7. Inability to locate the patient due to the patient departing the scene.
 8. Delays caused by traffic related to the incident.
 9. Unavoidable delays caused by extreme inclement weather (fog, etc.).
 10. When CONTRACTOR'S units are providing authorized mutual aid, public safety standby, or urgent/emergent interfacility transport services pursuant to this AGREEMENT.
 11. Off-road locations.
 12. Emergency department offload delays for any ambulance delayed in transferring care in excess of 20 minutes.
- C. CONTRACTOR is responsible for submitting response time exception requests to the AGENCY'S Contract Compliance Manager within 30 business days of the end of the month of occurrence. The AGENCY'S Contract Compliance Manager will review each exception request and make an approval or denial decision. Should CONTRACTOR desire to appeal the AGENCY'S Contract Compliance Manager's decision, a written request must be submitted to the AGENCY'S Director within 10 business days after the AGENCY'S Contract Compliance Manager's decision. All decisions by the AGENCY'S Director will be considered final.

5.16 Response Time Performance Reporting Procedures

- A. CONTRACTOR shall ensure that all times necessary to determine total ambulance response time, including but not limited to time call received by CONTRACTOR'S dispatch center, time ambulance crew assigned, time enroute to scene, arrival at staging location time, arrival at scene time, total on-scene time, time enroute to hospital, total time to transport to hospital, and arrival at hospital time are adequately recorded by CONTRACTOR'S dispatch center CAD.
- B. The AGENCY shall be provided access to CONTRACTOR'S CAD to extract response time and other pertinent data for the services covered under this AGREEMENT.

5.17 Penalty Provisions

- A. Isolated instances of individual response time deviations shall be treated as instances of minor non-compliance under this AGREEMENT. However, severe, or chronic deviations of response time compliance may constitute a default of this AGREEMENT as defined in this section of the AGREEMENT.
- B. CONTRACTOR shall pay the AGENCY a penalty, as indicated in Table 1 below, each month CONTRACTOR fails to comply with the response time requirements, based on the percentage of compliance for all responses.

Table 1 – Response Time Compliance Penalties	
Compliance %	Penalty
<90%	\$2,000

- C. Repetitive non-compliance is defined as three (3) consecutive months or five (5) instances of non-compliance in any 12-month period to Code 3 responses in any emergency response zone. CONTRACTOR shall submit a plan of corrective action to the AGENCY within 30 days of being notified of repetitive non-compliance. Failure to correct repetitive non-compliance may be considered a material breach of this AGREEMENT.
- D. The AGENCY may impose additional financial penalties on CONTRACTOR for minor or major breaches of this AGREEMENT, as indicated below:
1. A penalty of \$5,000.00 per incident will be assessed when CONTRACTOR'S employees are found to willfully and knowingly encourage or allow the false reporting of any information/data used to measure CONTRACTOR'S performance under this AGREEMENT.
 2. 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.
 3. A penalty of \$50 will be assessed for every instance an Interim Patient Care Report (PCR), at a minimum, is not left at the receiving facility prior to crew departure,

- and/or for every completed PCR not provided/available to the receiving facility within 24 hours of patient delivery.
4. A penalty of \$100.00 will be assessed for each calendar day CONTRACTOR is out of compliance with the EMS data reporting requirements contained in the AGENCY'S EMS Documentation policy.
 5. A penalty of \$100 per day will be assessed for any report received after the required due date as required by this AGREEMENT or by AGENCY policies.
 6. 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 agreed to by CONTRACTOR and the AGENCY).

5.18 Invoicing and Payment of Assessed Penalties

- A. The AGENCY shall invoice CONTRACTOR for any penalties pursuant to this AGREEMENT within thirty (30) calendar days following the AGENCY'S receipt of CONTRACTOR'S monthly performance reports (response time non-compliance penalties) or AGENCY'S determination that the assessment of a penalty is warranted (other applicable penalties). CONTRACTOR shall pay the AGENCY within thirty (30) calendar days following receipt of such invoice.
- B. The AGENCY and CONTRACTOR shall make a good faith effort to resolve any disputes regarding invoiced penalty amounts within this 30-day period. If the parties are unable to mutually resolve the dispute within the 30-day period, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the subsequent resolution of the dispute.
- C. Failure by the AGENCY to assess or impose any penalties at any point, for any reason, does not impact the AGENCY'S right to do so in the future; however, the AGENCY may not impose penalties retroactively greater than 90 days. Payment of any penalty does not release CONTRACTOR from any other liability related to the breach that resulted in such penalty imposition.

5.19 Quality Management (QM) Program

- A. CONTRACTOR shall develop, implement, and maintain a comprehensive QM program that assures compliance with this AGREEMENT, minimum performance standards, applicable EMS statutes/regulations, and AGENCY policies/protocols. CONTRACTOR'S QM program shall also include process measurement and process improvement that is integrated with the AGENCY'S QM program.
- B. CONTRACTOR shall designate a qualified California licensed paramedic or RN to manage CONTRACTOR'S QM program. This individual shall be readily available to CONTRACTOR'S field personnel and act as a liaison between CONTRACTOR and the AGENCY on clinical related matters. This individual shall be allotted enough scheduled work hours to adequately perform QM related functions required by this AGREEMENT, and to respond to clinical related inquiries from AGENCY representatives and/or other EMS system participants in a timely manner.
- C. 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.
- D. CONTRACTOR shall develop, implement, and maintain an AGENCY approved written Emergency Medical Services Quality Improvement Program (EMSQIP), designed to monitor, assess, and improve the quality/appropriateness of patient care and safety.
- E. When CONTRACTOR'S EMSQIP identifies a need for improvement, CONTRACTOR shall develop a performance improvement action plan/performance action plan, in cooperation with CONTRACTOR'S Medical Director, the AGENCY'S Medical Director, and other EMS system participants, when applicable.
- F. CONTRACTOR'S EMSQIP shall be reviewed annually for appropriateness to CONTRACTOR'S operations. A summary of this review, and any CONTRACTOR actions resulting thereof, shall be provided in writing to the AGENCY.
- G. CONTRACTOR shall be responsible for adequately assessing and maintaining the skills competency of its EMT, AEMT, and paramedic personnel on a regular basis, as required by California EMS regulations and AGENCY policies.

- H. If CONTRACTOR'S or the AGENCY'S Medical Director determines that CONTRACTOR'S EMT, AEMT, or paramedic personnel need additional training, observation or testing, CONTRACTOR'S and/or AGENCY'S Medical Director may create a specific and targeted program of remediation based upon the identified need(s). If there is disagreement between the CONTRACTOR'S and AGENCY'S Medical Director, the decision of the AGENCY'S Medical Director shall prevail.

5.20 Customer Service Inquiries/Complaints and Unusual Occurrences

- A. CONTRACTOR shall establish and maintain a customer service telephone hotline and website for internal and external customers and EMS system participants to ask questions, provide feedback, and voice concerns.
- B. CONTRACTOR shall conduct routine surveys of patients and customers to evaluate the effectiveness of CONTRACTOR'S services provided under this AGREEMENT. Results of these surveys shall be provided to the AGENCY upon request.
- C. CONTRACTOR shall log all service inquiries and complaints and shall provide prompt response and follow-up pursuant to CONTRACTOR'S established processes. Such responses shall be subject to limitations imposed by patient and employer confidentiality restrictions. Adequate details of service inquiries/complaints, including CONTRACTOR'S findings/resolutions, shall be provided to the AGENCY upon request.
- D. CONTRACTOR shall comply with the AGENCY'S EMS Incident Reporting & Investigation policies and any other similarly applicable California EMS statutes/regulations, as may be updated/revised from time to time.
- E. CONTRACTOR shall complete and submit required reports/notification forms to the AGENCY in relation to any of the following occurrences:
 - 1. Equipment failure.
 - 2. Critical vehicle failure.
 - 3. Vehicle accidents involving CONTRACTOR'S vehicles.
 - 4. Other unusual occurrences as may be requested/required by the AGENCY.

5.21 Data Management, Records, and Reports

- A. CONTRACTOR'S dispatch center's CAD system shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. AGENCY representatives shall be provided access to all medical dispatch data and audio recordings maintained by CONTRACTOR'S dispatch center's CAD system for the services covered under this AGREEMENT.
- B. CONTRACTOR shall maintain electronically time-stamped dispatch communications records for all services covered under this AGREEMENT for a minimum of one (1) year following the date of service.
- C. CONTRACTOR shall use an electronic health record system that exports data in a format compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS). CONTRACTOR shall ensure that its electronic health record system can be continually integrated with the AGENCY'S EMS data system.
- D. CONTRACTOR shall comply with AGENCY policies/protocols relevant to the initiation, completion, distribution/submission, and retention of electronic health records/data at all times during the term of this AGREEMENT and any extension thereof.
- E. CONTRACTOR shall complete, maintain, and provide to the AGENCY, as requested, additional records and documentation to demonstrate its performance compliance and to aid the AGENCY in improving, modifying, and monitoring the EMS system.
- F. CONTRACTOR shall provide, no later than the 15th calendar day of each month for the preceding month, all response time compliance data, quality assurance reports, and other data required by the AGENCY in the format approved by the AGENCY.
- G. CONTRACTOR shall maintain accurate books, documents, and records reflecting services provided, invoices submitted, or billing records generated, as well as records on all other information specifically required by other provisions of this AGREEMENT and/or AGENCY policies. All such books, documents, records, and information shall be prepared and maintained in accordance with generally accepted accounting principles and shall be retained by CONTRACTOR.

- H. Subject to applicable law, including but not limited to HIPAA, upon written request of the AGENCY, CONTRACTOR shall prepare and submit any non-privileged 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.

5.22 Vehicles and Vehicle Maintenance

- A. CONTRACTOR shall acquire and maintain all vehicles necessary to perform its services under this AGREEMENT. CONTRACTOR shall maintain the number of ALS equipped and fully operating ambulances that represent at least 150% of the peak staffing level.
- B. CONTRACTOR'S ambulance vehicles shall meet the following requirements:
1. May be standard Type I, II, or III.
 2. Shall meet or exceed federal and state standards at the time of the vehicle's original manufacture, except where such standards conflict, in which case state standards shall prevail.
 3. Shall be equipped with powered gurneys and powered gurney loading systems. Implementation of powered gurney loading system will not be required until October 1, 2024 to allow for supply chain delays.
 4. Shall have similar markings/decals/color schemes.
 5. Shall display the "911" emergency telephone number and level of service.
 6. Shall be marked to identify the company name but shall not display any telephone number other than "911" or any other advertisement.
 7. Shall be limited to a maximum mileage of 300,000. CONTRACTOR'S primary ambulances shall have less than 100,000 miles at the start of this AGREEMENT.
- C. CONTRACTOR shall maintain a regional bariatric patient transport unit, available to respond to incidents within the COUNTY within a reasonable timeframe as necessary.

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- D. CONTRACTOR shall maintain all ambulance vehicles used in the performance of this AGREEMENT in excellent working conditions, according to manufacture guidelines/requirements and EMS industry standards.
- E. CONTRACTOR shall maintain records of preventative maintenance and repairs performed on CONTRACTOR'S ambulance vehicles and shall make such records available to the AGENCY upon request.
- F. Any of CONTRACTOR'S ambulance vehicles with a deficiency that compromises, or may compromise, its performance shall be immediately removed from service.
- G. The interior and exterior appearance of CONTRACTOR'S ambulance vehicles shall be clean and operational. Vehicles that have defects, even significant visible but only cosmetic damage, shall be removed from service for repair without undue delay.
- H. CONTRACTOR shall maintain, and provide to the AGENCY upon request, a complete listing of all ambulance vehicles used in the performance of services under this AGREEMENT.

5.23 Equipment and Supplies

- A. CONTRACTOR shall acquire and maintain all durable and disposable medical equipment and supplies necessary to perform its services under this AGREEMENT.
- B. CONTRACTOR'S ambulances used to perform services under this AGREEMENT shall maintain an equipment/supply inventory sufficient to meet federal, state, and AGENCY requirements for its applicable level of service. In addition to these minimum equipment/supply inventory requirements, CONTRACTOR'S ambulances shall also be equipped with the following equipment:
 - 1. STRYKER Stair-PRO stair chair device.
 - 2. Video laryngoscope equipment.
- C. All CONTRACTOR equipment/supplies shall be maintained in clean, sanitary, and safe mechanical conditions.
- D. 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, and disposal of expired medications and procurement of controlled drugs

and substances permitted by 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 to the AGENCY as soon as possible.

- E. CONTRACTOR shall maintain all medical equipment used in the performance of this AGREEMENT in excellent working conditions, according to manufacture guidelines/requirements and EMS industry standards.
- F. CONTRACTOR shall maintain a record of preventative maintenance, repairs, and strategic replacement of medical equipment, as appropriate and required by AGENCY policies, and shall make such records available to AGENCY upon request.

5.24 Multi-Casualty Incident (MCI)/Disaster Response

- A. CONTRACTOR shall cooperate with AGENCY in rendering emergency assistance in response to an MCI, or during a declared or undeclared disaster as identified in AGENCY MCI/disaster plans/policies.
- B. CONTRACTOR'S personnel providing services under this AGREEMENT shall complete MCI/Disaster training required by applicable AGENCY policies.
- C. At the scene of an MCI/disaster, CONTRACTOR'S personnel shall follow applicable AGENCY MCI/disaster plans/policies, and function within the Incident Command System.
- D. CONTRACTOR shall have a plan for recall of off-duty personnel when necessary.
- E. CONTRACTOR shall have a plan/mechanism in place to communicate current field information to appropriate AGENCY and/or COUNTY representatives during MCIs, disaster responses, hazardous materials incidents, and other unusual occurrences.
- F. As is reasonable, CONTRACTOR shall provide personnel, vehicles, equipment, and supplies in response to a request for deployment of an ambulance strike team (AST).
- G. CONTRACTOR shall maintain availability of a regional mass-patient transport bus and a disaster response command post vehicle to support large-scale or prolonged operations within the COUNTY as necessary.
- H. In the event of a declared or undeclared disaster within the COUNTY, or if the AGENCY directs CONTRACTOR to respond to an MCI/disaster in a neighboring jurisdiction, normal operations shall be suspended, and CONTRACTOR shall respond

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in accordance with applicable AGENCY plans/policies. CONTRACTOR shall use its best efforts to maintain primary emergency ambulance services.

- I. During a declared or undeclared disaster within the COUNTY, AGENCY will determine, on a case-by-case basis, if CONTRACTOR may be temporarily exempt from response time criteria.
- J. When CONTRACTOR is notified that disaster assistance is no longer required, CONTRACTOR shall return all its resources to its primary areas of responsibility and shall resume all operations as required under this AGREEMENT.
- K. As is reasonable, CONTRACTOR shall participate in MCI/disaster training/exercises that take place within or otherwise affect the COUNTY.

5.25 Mutual-Aid and Public Safety Standby Services

- A. During any period that CONTRACTOR has insufficient ambulances available, CONTRACTOR shall make reasonable efforts to obtain mutual aid and/or standby services from other AGENCY or surrounding LEMSA authorized ground ambulance service providers.
- B. As is reasonable, CONTRACTOR agrees to provide automatic aid and/or mutual aid ground ambulance services to other areas of the AGENCY'S jurisdictional region or surrounding areas, when requested by the AGENCY or an authorized requestor.
- C. CONTRACTOR shall provide, at no charge to the AGENCY or the requesting party, stand-by services at the scene of an emergency incident within the COUNTY, upon request of a public safety agency. A CONTRACTOR'S unit placed on such stand-by shall be dedicated to the incident. Stand-by periods exceeding eight (8) hours shall be approved by the AGENCY.

5.26 Relationships and Accountability

- A. CONTRACTOR shall actively participate in local and regional EMS activities, committee meetings, and work groups and shall assist in the development of EMS system changes.
- B. CONTRACTOR shall exercise its best, good faith efforts to maintain positive working relationships with other EMS system participants in the COUNTY.

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- C. CONTRACTOR shall ensure that its personnel work professionally and collaboratively with first responders in the transition of patient care at the scene of an EMS incident.
- D. CONTRACTOR shall designate a single individual as its contact person for first response agencies and other EMS system participants in the COUNTY.
- E. CONTRACTOR shall designate a single individual as its contact person for AGENCY to address day-to-day issues and CONTRACTOR'S performance under this AGREEMENT.
- F. CONTRACTOR shall restock BLS supplies, if such supplies are normally carried on CONTRACTOR'S ambulances, on a one-for-one basis, based on actual patient utilization on calls by first response agencies in the COUNTY.
- G. As part of the COUNTY subsidy, CONTRACTOR shall provide EMS system related training/ education services to first responder agencies within the COUNTY, as is reasonable and at a level prevailing in the industry. CONTRACTOR shall make a good faith effort to participate in regular training programs with EMS system participants within the COUNTY.
- H. CONTRACTOR shall provide field ride-along and internship training opportunities for EMT, AEMT, and paramedic students from AGENCY approved training programs.

5.27 Health Improvement and Community Education

CONTRACTOR shall work collaboratively with the AGENCY, the COUNTY, and other EMS system participants to develop and/or provide appropriate health improvement and community education programs throughout the COUNTY.

SECTION 6: ADMINISTRATIVE PROVISIONS**6.1 CONTRACTOR Payments for Procurement Costs, Compliance Monitoring, Contract Management, Regulatory Oversight, and Medical Control**

- A. CONTRACTOR shall pay the AGENCY a one-time payment of five thousand dollars (\$5,000.00), upon execution of this AGREEMENT, for the AGENCY'S expenses related to conducting the competitive procurement and EOA contracting process.

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- B. CONTRACTOR shall pay the AGENCY two thousand five hundred dollars (\$2,500.00) annually, with the first payment due three (3) months after the commencement of this AGREEMENT, for the AGENCY'S expenses related to monitoring/managing this AGREEMENT, providing EMS system regulatory oversight, and for the provision of EMS system medical direction.
- C. AGENCY represents and warrants that the charges payable under Section 6 represent the Agencies actual and/or estimated costs in providing such services and the charges do not otherwise exceed the Agency's cost for these services.

6.2 COUNTY Compensation to CONTRACTOR

- A. The COUNTY shall pay CONTRACTOR a financial subsidy of one million five hundred thousand dollars (\$1,500,000.00) annually (and any additional approved/applicable future increases pursuant to this section of the AGREEMENT), for the duration of this AGREEMENT and any extensions thereof.
- B. Should CONTRACTOR demonstrate to the satisfaction of the AGENCY and the COUNTY that the insured category is at least three (3) percent lower or that the self-pay category is at least three (3) percent higher than identified in Table 2 below, the variation will be grounds for a COUNTY financial subsidy adjustment and/or CONTRACTOR fee-for-service rate adjustment as described in Section 6.4 of this AGREEMENT.

Table 2 – Colusa County 911 Ground Ambulance Transport Payer Mix Table				
Medicare	Medi-Cal	Commercial Insurance	Self-Pay	Total
46.8%	25%	12%	16.2%	100%

- C. The COUNTY financial subsidy paid to CONTRACTOR shall be increased annually based on changes to the San Francisco-Oakland-Hayward, CA Consumer Price Index for All Urban Consumers (CPI-U). Increases will be based on the most recent calendar year's December 12-month percentage changes, all items index. The annual COUNTY financial subsidy increases will be a minimum of three (3) percent, or the CPI increase for that applicable year (whichever is greater).

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- D. In the event changed circumstances substantially impact CONTRACTOR'S costs of providing services pursuant to this AGREEMENT, or there are substantial reductions in revenue caused by factors beyond CONTRACTOR'S control, CONTRACTOR may request reasonable additional increases or decreases to the COUNTY financial subsidy to mitigate the financial impact of such changed circumstances. If CONTRACTOR believes an adjustment is warranted, CONTRACTOR may submit a request to the AGENCY for a COUNTY financial subsidy adjustment to be effective on or after the first anniversary of this AGREEMENT. Requests must be submitted at least sixty (60) days prior to the requested effective date. The AGENCY shall review the request and forward his or her recommendation to the COUNTY, who shall have final authority to approve or disapprove the request.
- E. CONTRACTOR shall invoice the COUNTY for twenty five percent (25%) of the currently applicable annual COUNTY financial subsidy on a calendar quarter basis (every 3 months), within 30 calendar days of the conclusion of the applicable calendar quarter period. Invoices will be paid to the CONTRACTOR by the COUNTY. The first payment will be processed, following receipt of adequate invoicing from the CONTRACTOR to the COUNTY, three (3) months after the effective date of this AGREEMENT. COUNTY financial subsidy invoices should be submitted to the following address:

Colusa County Auditor/Controller
546 Jay St., Suite 202
Colusa, CA 95932

6.3 No Additional Cost to COUNTY or AGENCY

The provision of services to be performed by CONTRACTOR under this AGREEMENT shall be completed without additional compensation from the COUNTY or the AGENCY, except for the financial subsidy described in Section 6.2 of this AGREEMENT.

6.4 CONTRACTOR'S Fee-For-Service Revenue Recovery

- A. CONTRACTOR shall receive income from fee-for-service patient charges.

- B. CONTRACTOR shall comply with the initial rates contained in Exhibit C of this AGREEMENT, and any subsequent rate changes approved by the AGENCY.
- C. The AGENCY will approve annual increases to patient charges based on changes to the San Francisco-Oakland-Hayward, CA Consumer Price Index for All Urban Consumers (CPI-U). Increases will be based on the most recent calendar year's December 12-month percentage changes, all items index. The annual rate increases will be a minimum of three (3) percent, or the CPI-U increase for the applicable year (whichever is greater).
- D. In the event changed circumstances substantially impact CONTRACTOR'S costs of providing services pursuant to this AGREEMENT, or there are substantial reductions in revenue caused by factors beyond CONTRACTOR'S control, CONTRACTOR may request reasonable additional increases or decreases to the fee-for service charges to patients to mitigate the financial impact of such changed circumstances. If CONTRACTOR believes an adjustment is warranted, CONTRACTOR may submit a request to the AGENCY for a rate adjustment to be effective on or after the first anniversary of the AGREEMENT. Requests must be submitted at least sixty (60) days prior to the requested effective date. The AGENCY shall have sole authority to approve or disapprove the request.

6.5 Billing/Collection Services

- A. CONTRACTOR shall conduct its billing and collection functions in a professional and courteous manner.
- B. CONTRACTOR shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible. CONTRACTOR'S billing system shall, at a minimum:
 - 1. Electronically generate and submit Medicare and Medi-Cal claims.
 - 2. Itemize all procedures and supplies employed on patient bills.
 - 3. Be capable of responding to patient and third-party payer inquiries regarding submission of insurance claims, dates, and types of payments made, itemized charges, and other inquiries.

- C. CONTRACTOR shall establish and maintain a customer service telephone hotline and website, as described in Section 5.20 of this AGREEMENT.
- D. CONTRACTOR shall include billing inquiry contact information on all billing statements.

6.6 Federal Healthcare Program Compliance Provisions

CONTRACTOR shall comply with all applicable federal laws, rules, and regulations for the operation of its enterprise, ambulance services, and those associated with employees. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medicaid, and other government funded programs.

6.7 Medicare and Medicaid Compliance Program Requirements

CONTRACTOR shall implement a comprehensive compliance program for all activities, particularly those related to documentation, claims processing, billing, and collection processes. CONTRACTOR'S compliance program shall substantially comply with the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

6.8 HIPAA Compliance Program Requirements

CONTRACTOR shall develop/maintain policies/procedures to comply with the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the current rules and regulations enacted by the US Department of Health and Human Services. Any violations of HIPAA rules and regulations shall be reported to the AGENCY as soon as possible, along with CONTRACTOR'S actions to mitigate the effect of such violations.

6.9 State and Local Compliance Provisions

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

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

6.10 Financial Records, Audits, and Inspections

- A. CONTRACTOR shall maintain separate financial records for services provided under this AGREEMENT, in accordance with generally accepted accounting principles. With reasonable notification and during normal business hours, the AGENCY shall have the right to review CONTRACTOR'S business records including CONTRACTOR'S financial records pertaining to this AGREEMENT. Records shall be made available to the AGENCY at CONTRACTOR'S local office or at any other mutually agreeable location. The AGENCY may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment agreements.
- B. Within 60 calendar days of completion of the annual period for CONTRACTORS' financial statements, CONTRACTOR shall provide the AGENCY with an annual written financial review of its COUNTY operations, to include the following minimum information:
1. Operating Revenue
 2. Operating Expenses
 3. Accounts Receivables
 4. Payer Mix
 5. Collection Rate
- C. CONTRACTOR may be required to provide the AGENCY with additional periodic reports, in a format specified by the AGENCY, to demonstrate billing compliance with relevant rules and regulations and adherence with approved rates.
- D. CONTRACTOR'S financial records and any information taken there from shall not be made available to parties or persons outside the AGENCY or appropriate COUNTY staff without CONTRACTOR'S prior written consent unless disclosure is required by a subpoena or other legal order compelling disclosure.

6.11 Insurance Requirements

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

6.12 Hold Harmless/Defense/Indemnification/Contributions

- A. CONTRACTOR hereby agrees to protect, defend, indemnify, and hold the AGENCY and the COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the AGENCY and the COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the AGENCY and the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this AGREEMENT.
- B. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at CONTRACTOR'S sole expense. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the AGENCY and the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of the AGENCY and the COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance under this AGREEMENT.
- C. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of CONTRACTOR under this AGREEMENT, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this section of the AGREEMENT, CONTRACTOR shall hold the AGENCY, the COUNTY, and their

officers, agents, and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR'S actions in this regard.

6.13 Assurance of Performance

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

6.14 Default and Provisions for Termination of the AGREEMENT

- A. The AGENCY shall have the right to terminate this AGREEMENT or to pursue any appropriate legal remedy in the event CONTRACTOR materially breaches this AGREEMENT and fails to correct such default within ten (10) calendar days following the service of a written notice by the AGENCY specifying the default(s) complained of and the date of intended termination of rights absent cure.
- B. Conditions/circumstances that constitute a material breach by CONTRACTOR shall include but not be limited to any of the following:
 - 1. 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.
 - 2. Failure of CONTRACTOR to operate its ambulance services in a manner which enables the AGENCY or CONTRACTOR to remain in substantial compliance with the requirements of applicable federal, state, and county laws, rules, or

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- regulations. Minor infractions of such requirements shall not constitute a material breach, but such willful and repeated infractions shall constitute a material breach.
3. Chronic and persistent failure by CONTRACTOR to maintain vehicles or equipment in accordance with good maintenance practices and applicable AGENCY policies.
 4. Deliberate, excessive, or unauthorized scaling down of operations to the detriment of performance by CONTRACTOR during a "Lame Duck" period described in Section 6.20 of this AGREEMENT.
 5. Deliberately increasing the cost of providing services, failing to maintain positive labor relations, or undertaking any activity designed to make it more difficult for a transition to a new contractor or for a new contractor's operation in the event of a default or failure of CONTRACTOR to prevail during a subsequent competitive procurement cycle.
 6. Willful attempts by CONTRACTOR to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing proposers during a subsequent competitive procurement cycle.
 7. Willful attempts by CONTRACTOR to intimidate or punish employees who participate in legally protected concerted activities, or who form or join any professional associations.
 8. Chronic and persistent failure of CONTRACTOR'S employees to conduct themselves in a professional and courteous manner, or to present a professional appearance.
 9. Repeated failure of CONTRACTOR to comply with rate setting, billing, or collection procedures pursuant to this AGREEMENT.
 10. Repeated failure of CONTRACTOR to comply with minimum staffing/deployment requirements pursuant to this AGREEMENT.
 11. Repeated failure of CONTRACTOR to reasonably cooperate and assist the AGENCY in the investigation or correction of any minor breach conditions.
 12. Failure of CONTRACTOR to comply with the required payment of penalties as specified in this AGREEMENT.

13. Failure of CONTRACTOR to maintain in force throughout the terms of this AGREEMENT, including any extensions thereof, the insurance coverage required herein.

14. Any other willful acts or omissions of CONTRACTOR that endanger public health and safety.

6.15 Emergency Takeover

- A. If the AGENCY determines that a material breach, actual or threatened, has or will occur or that a labor dispute has prevented performance, and if the nature of the breach is such that public health and safety are endangered, and after CONTRACTOR has been given notice and reasonable opportunity to correct such deficiency, the matter shall be presented to the AGENCY'S JPA Governing Board of Directors (hereinafter referred to as 'BOARD').
- B. If the BOARD concurs that a material breach has occurred, or may occur, and that public health and safety would be endangered by allowing CONTRACTOR to continue its operations, CONTRACTOR shall cooperate fully with the AGENCY to affect an immediate takeover by the AGENCY of CONTRACTOR'S vehicles (ambulances and support vehicles), equipment/supplies and facilities (crew stations) used in the performance of this AGREEMENT. Such takeover shall be effective within not more than 72 hours after a BOARD decision to execute the emergency takeover.
- C. In the event of an emergency takeover, CONTRACTOR shall deliver to the AGENCY all vehicles, equipment/supplies and facilities used in the performance of this AGREEMENT. All vehicles shall be equipped with the equipment/supplies necessary for operation in accordance with AGENCY policies. CONTRACTOR shall deliver vehicles, equipment/supplies, and facilities to the AGENCY in mitigation of any damages resulting from CONTRACTOR'S breach.
- D. During the AGENCY'S takeover of vehicles, equipment/supplies and facilities, the AGENCY and CONTRACTOR shall be considered lessee and lessor, respectively. Monthly rent payable to CONTRACTOR shall be equal to the fair market value on vehicles, equipment/supplies, and facilities, as documented by an independent valuation.

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- E. Nothing herein shall preclude the AGENCY from seeking to recover from CONTRACTOR such rental payments as elements of damage from a breach of this AGREEMENT. However, CONTRACTOR shall not be precluded from disputing the BOARD'S findings or the nature and amount of the AGENCY'S damages, if any, through litigation.
- F. Failure on the part of CONTRACTOR to cooperate fully with the AGENCY to affect a safe/smooth takeover of operations shall itself constitute a breach of this AGREEMENT, even if it is later determined that the original declaration of breach by the BOARD was made in error.
- G. The AGENCY shall have the right to authorize the use of CONTRACTOR'S vehicles, equipment/supplies, and facilities by a substitute contractor. Should the AGENCY require a substitute contractor to obtain insurance on said vehicles, equipment/supplies, and facilities, or should the AGENCY choose to obtain insurance on said vehicles, equipment/supplies and facilities, CONTRACTOR shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.
- H. The AGENCY agrees to return CONTRACTOR'S vehicles, equipment, unused supplies, and facilities to CONTRACTOR in good working order, normal wear and tear excepted, at the end of the takeover period. For any of CONTRACTOR'S vehicles/equipment, or unused supplies not returned, the AGENCY shall pay CONTRACTOR fair market value at the time of takeover, less normal wear, and tear, or shall pay CONTRACTOR reasonable costs of repair, or shall repair and return said vehicles and equipment/supplies.
- I. The AGENCY may unilaterally terminate a takeover period at any time and return vehicles, equipment/supplies, and facilities to CONTRACTOR. The takeover period shall last no longer than 12 months.
- J. All of CONTRACTOR'S vehicles and related equipment necessary for the provision of services under this AGREEMENT are hereby leased to the AGENCY during an emergency takeover period. CONTRACTOR shall maintain and provide to the AGENCY a listing of all vehicles used in the performance of this AGREEMENT, including reserve vehicles, their license numbers and name and address of lien holder,

if any. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide services hereunder shall be reported to the AGENCY within 30 days of said change, sale, transfer, or purchase. CONTRACTOR shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) calendar days of an emergency takeover.

6.16 Provisions for Curing Material Breach and Emergency Takeover

- A. In the event the BOARD determines that there has been a material breach by CONTRACTOR, which breach represents an immediate threat to public health and safety, such determination shall constitute a material breach and/or default of the AGREEMENT.
- B. In the event of a material breach, the AGENCY shall give CONTRACTOR written notice, return receipt requested, setting forth with reasonable specificity the nature of the material breach. CONTRACTOR shall have the right to cure such material breach within ten (10) calendar days of receipt of such notice and which notice should include the reason why such material breach endangers the public's health and safety.
- C. Within 48 hours of receipt of such notice, CONTRACTOR shall deliver to the AGENCY, in writing, a plan of action to cure such material breach. If CONTRACTOR fails to cure such material breach within the period allowed for cure (with such failure to be determined in the sole and absolute discretion of the AGENCY), or CONTRACTOR fails to timely deliver the cure plan to the AGENCY, The AGENCY may request the BOARD execute an emergency takeover of CONTRACTOR'S operations. CONTRACTOR shall cooperate completely and immediately with the AGENCY to affect a prompt and orderly transfer of all responsibilities to the AGENCY.
- D. CONTRACTOR shall not be prohibited from disputing any such finding of default 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. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a default has occurred, shall be initiated, and shall take place only after the emergency takeover has been completed.

- E. CONTRACTOR'S cooperation with and full support of such emergency takeover shall not be construed as acceptance by CONTRACTOR of the findings and default and shall not in any way jeopardize CONTRACTOR'S right of recovery should a court later find that the declaration of default was made in error. However, failure on the part of CONTRACTOR to cooperate fully with the AGENCY to affect a smooth and safe takeover of operations, shall itself constitute a breach of this AGREEMENT, even if it was later determined that the original declaration of default by the AGENCY was made in error.
- F. For any default by CONTRACTOR which does not endanger public health and safety, and which cannot otherwise be resolved, early termination provisions which may be agreed to by the parties will supersede these specifications.

6.17 Continuous Service Delivery

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

6.18 AGENCY Remedies

If conditions or circumstances constituting a default as set forth in Section 6.14 of this AGREEMENT exist, the AGENCY shall have all rights and remedies available by law or in equity under this AGREEMENT, specifically including the right to terminate this AGREEMENT and/or the right to pursue CONTRACTOR for damages, and the right of emergency takeover as set forth in Section 6.15 of this AGREEMENT. All AGENCY remedies shall be non-cumulative and shall be in addition to any other remedy available to the AGENCY.

6.19 Transition Planning

- A. CONTRACTOR acknowledges that the AGENCY intends to conduct a competitive procurement process for the provision of ground ambulance service within the AGENCY'S established EOA prior to the termination of this AGREEMENT. CONTRACTOR acknowledges and agrees that the AGENCY may select a different ambulance service provider to provide exclusive ambulance services following such competitive procurement process.
- B. CONTRACTOR acknowledges and agrees that supervisory personnel, EMT's, paramedics, and dispatch personnel have a reasonable expectation of long-term employment in the system, even though contractors may change. Accordingly, CONTRACTOR shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing proposers and shall allow without penalty its employees to sign contingent employment agreements with competing proposers at employees' discretion. CONTRACTOR may prohibit its employees from assisting competing proposers in preparing proposals by revealing CONTRACTOR'S trade secrets or other information about CONTRACTOR'S business practices or operations.

6.20 "Lame-Duck" Provisions

Should this AGREEMENT not be renewed, extended or if notice of early termination is given by CONTRACTOR, CONTRACTOR shall continue to provide all services in and under this AGREEMENT until the AGREEMENT is no longer in effect. Additionally, should CONTRACTOR be found in Default under this Agreement, CONTRACTOR shall continue to provide services until the AGENCY or a new entity assumes service responsibilities for a period not to exceed 6 months. Under these circumstances CONTRACTOR will, for a period not to exceed 6 months, serve as a "Lame-Duck" CONTRACTOR. To ensure continued performance fully consistent with the requirements herein through any such period, the following provisions shall apply:

- A. CONTRACTOR shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent

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AGREEMENT to another organization, including but not limited to compliance with provisions hereof related to qualifications of key personnel.

- B. CONTRACTOR shall make no changes in methods of operation that could reasonably be considered to be aimed at cutting CONTRACTOR'S service and operating costs to maximize or effect a gain during the final stages of the AGREEMENT or placing an undue burden on the subsequent contractor.
- C. The AGENCY recognizes that if another organization is selected to provide service, CONTRACTOR may reasonably begin to prepare for transition of service to the new entity. The AGENCY shall not unreasonably withhold its approval of CONTRACTOR'S request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., if such transition activity does not impair CONTRACTOR'S performance during this period.
- D. Should the AGENCY select another organization as a service provider in the future, CONTRACTOR personnel shall have reasonable opportunities to discuss issues related to employment with such organizations.

SECTION 7: GENERAL PROVISIONS

7.1 Assignment/Sale/Subcontracting

- A. CONTRACTOR shall not assign, delegate, or subcontract any portion of this AGREEMENT or any duties or obligations hereunder without the AGENCY'S prior written approval, which shall not be unreasonably withheld or delayed.
- B. Neither party shall, based on this AGREEMENT, contract on or in the name of the other party. Any agreement that violates this section of the AGREEMENT shall confer no rights on any party and shall be null and void.
- C. Subcontractor provisions:
 - 1. All subcontractors of CONTRACTOR for provision of services under this AGREEMENT shall be notified of CONTRACTOR'S relationship to the AGENCY.
 - 2. CONTRACTOR has legal responsibility for performance of all AGREEMENT terms including those subcontracted.

3. Nothing in the AGREEMENT, or in any subcontract, shall preclude the AGENCY from monitoring the EMS activity of any subcontractor. CONTRACTOR shall assure that the subcontractors cooperate fully with the AGENCY.
4. In the event discrepancies or disputes arise between this AGREEMENT and the subcontracts, the terms of this AGREEMENT shall prevail in all cases.
5. All subcontractors shall be held to the same performance criteria as CONTRACTOR.
6. CONTRACTOR shall be responsible for compliance by its subcontractors with all applicable terms of this AGREEMENT.

7.2 Permits and Licenses

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

7.3 Conformity with Law and Safety

- A. In performing services under this AGREEMENT, CONTRACTOR shall, at all times, observe and comply with all applicable laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the services, including, but not limited to, all applicable provisions of the California Occupational Safety and Health Act. It shall be

CONTRACTOR'S sole responsibility to be fully familiar with all such applicable laws, ordinances, and regulations.

- B. CONTRACTOR shall indemnify and hold the AGENCY and the COUNTY harmless from all liability, fines, penalties, and consequences from any failure by CONTRACTOR to comply with such laws, ordinances, codes, and regulations.
- C. If a death, serious personal injury, or substantial property damage occurs in connection with CONTRACTOR'S performance of services under this AGREEMENT, CONTRACTOR shall immediately notify AGENCY of such occurrence.

7.4 Debarment and Suspension Certification

- A. CONTRACTOR shall comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations ("CFR") 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- B. CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency; and,
 - 2. Shall not knowingly enter any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7.5 Relationship of the Parties

- A. Nothing in this AGREEMENT shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this AGREEMENT.
- B. CONTRACTOR is an independent contractor and is not an employee of the COUNTY or the AGENCY.
- C. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll-related tax.

- D. Nothing in this AGREEMENT shall create any right or remedies in any third party.
- E. This AGREEMENT is entered into solely for the benefit of the COUNTY, the AGENCY, and the CONTRACTOR.

7.6 Independent Contractor

- A. In the performance of this AGREEMENT, CONTRACTOR, 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 the COUNTY or the AGENCY and the CONTRACTOR.
- B. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against the COUNTY or the AGENCY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY and AGENCY employees.

7.7 Taxes

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

7.8 Private Work

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

7.9 Documents and Materials

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

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

7.10 Conflict of Interest

- A. CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT.
- B. Without limitation, CONTRACTOR represents to and agrees with the AGENCY that CONTRACTOR has no present conflict of interest between providing services to the AGENCY and to any other person or entity (including but not limited to any governmental agency) which has any interest adverse or potentially adverse to the AGENCY, as determined in the reasonable judgment of the BOARD.
- C. These conflict-of-interest provisions shall remain fully effective for five (5) years after termination of this AGREEMENT.

7.11 Confidentiality

- A. CONTRACTOR 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, to the extent any contractor would be required to comply with such requirements.
- B. CONTRACTOR 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 the AGENCY of any discovered instances of breaches of confidentiality.
- C. Without limiting the rights and remedies of the AGENCY elsewhere as set forth in this AGREEMENT, the AGENCY may terminate this AGREEMENT without penalty or

recourse if it is determined that CONTRACTOR violated a material term of the provisions of this section of the AGREEMENT.

- D. CONTRACTOR ensures that any subcontractors' agents receiving health information related to this AGREEMENT agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.
- E. These confidentiality provisions shall remain fully effective for five (5) years after termination of this AGREEMENT.

7.12 Product Endorsement/Advertising

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

7.13 Non-Discrimination

- A. During the performance of this AGREEMENT, CONTRACTOR 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.
- B. CONTRACTOR 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.
- C. CONTRACTOR and the AGENCY shall comply with all applicable federal, state, and local laws regarding non-discrimination.

7.14 Drug-Free Workplace

- A. CONTRACTOR 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 CONTRACTOR'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.
- B. CONTRACTOR is required to have a drug-free workplace policy pursuant to the Federal Drug-Free Workplace act of 1998, 41 U.S.C., Section 701et seq., and the California Drug-Free Workplace Act of 1990, Government Code Section 8535. As a condition of this AGREEMENT, each CONTRACTOR employee must abide by this policy.

7.15 Waiver

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

7.16 Entire Agreement

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

7.17 Headings

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

7.18 Amendments

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

7.19 Notice of Litigation

CONTRACTOR shall notify the AGENCY within 24 hours of any litigation or significant potential for litigation related to the services provided under this AGREEMENT of which CONTRACTOR is aware and may materially impair CONTRACTOR's ability to perform under this AGREEMENT.

7.20 Consent to Jurisdiction

This AGREEMENT shall be governed by the laws of the State of California. The venue for actions and proceedings between the parties related to this AGREEMENT shall be Colusa County Superior Court for state actions and the Northern District of California for any federal action.

7.21 Cost of Enforcement

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

7.22 Survival

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

7.23 Severability

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

7.24 End-Term Provisions

CONTRACTOR shall have 90 days after termination of this AGREEMENT, or completion of the annual period for the members' financial statements as set forth in Section 6.10.B of this AGREEMENT, whichever is later, in which to supply the AGENCY the required financial documentation necessary to facilitate the close out of the AGREEMENT at the end of the term.

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

To CONTRACTOR: American Medical Response West
 Attention: Regional Director
 1041 Fee Drive
 Sacramento, CA 95815

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With Copy to:
c/o Law Department
Global Medical Response, Inc.
4400 State Hwy 121, Suite 700
Lewisville, TX 75056

To AGENCY: Sierra – Sacramento Valley EMS Agency
Attention: Regional Executive Director
535 Menlo Drive, Suite A.
Rocklin, CA 95765

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AMR Colusa County Exclusive Operating Area (EOA) Ground Ambulance Services Agreement


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

By 

John Poland
Regional Executive Director

Date 3/8/2024


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

By 

Jim Holmes, Chairperson

Date 03/08/2024

For **AMERICAN MEDICAL RESPONSE WEST**

By 

Sean Russell, President
Pacific Region

Date 2/26/2024

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AMR Colusa County Exclusive Operating Area (EOA) Ground Ambulance Services Agreement

EXHIBIT A – Colusa County Ground Ambulance EOA Boundaries

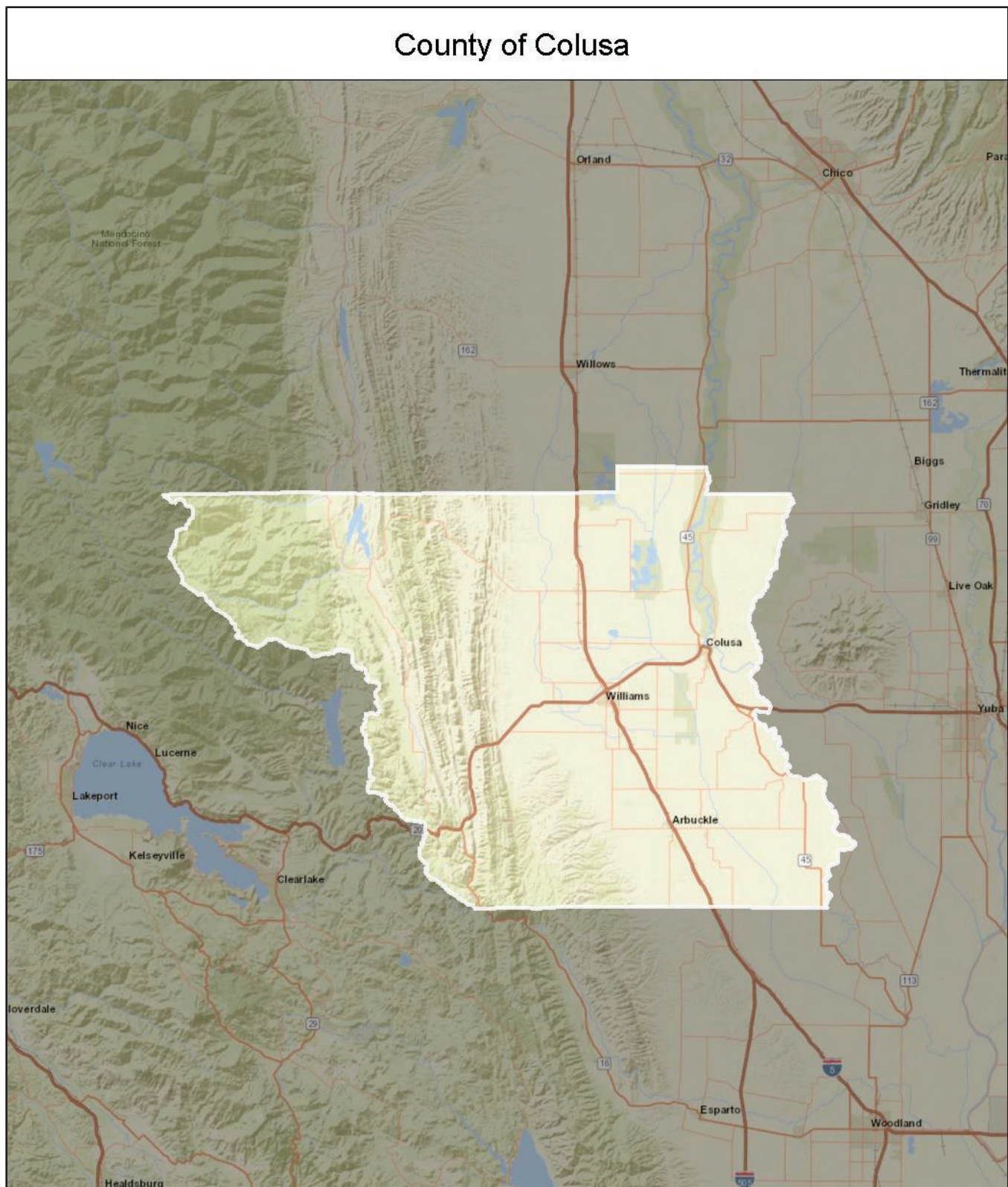
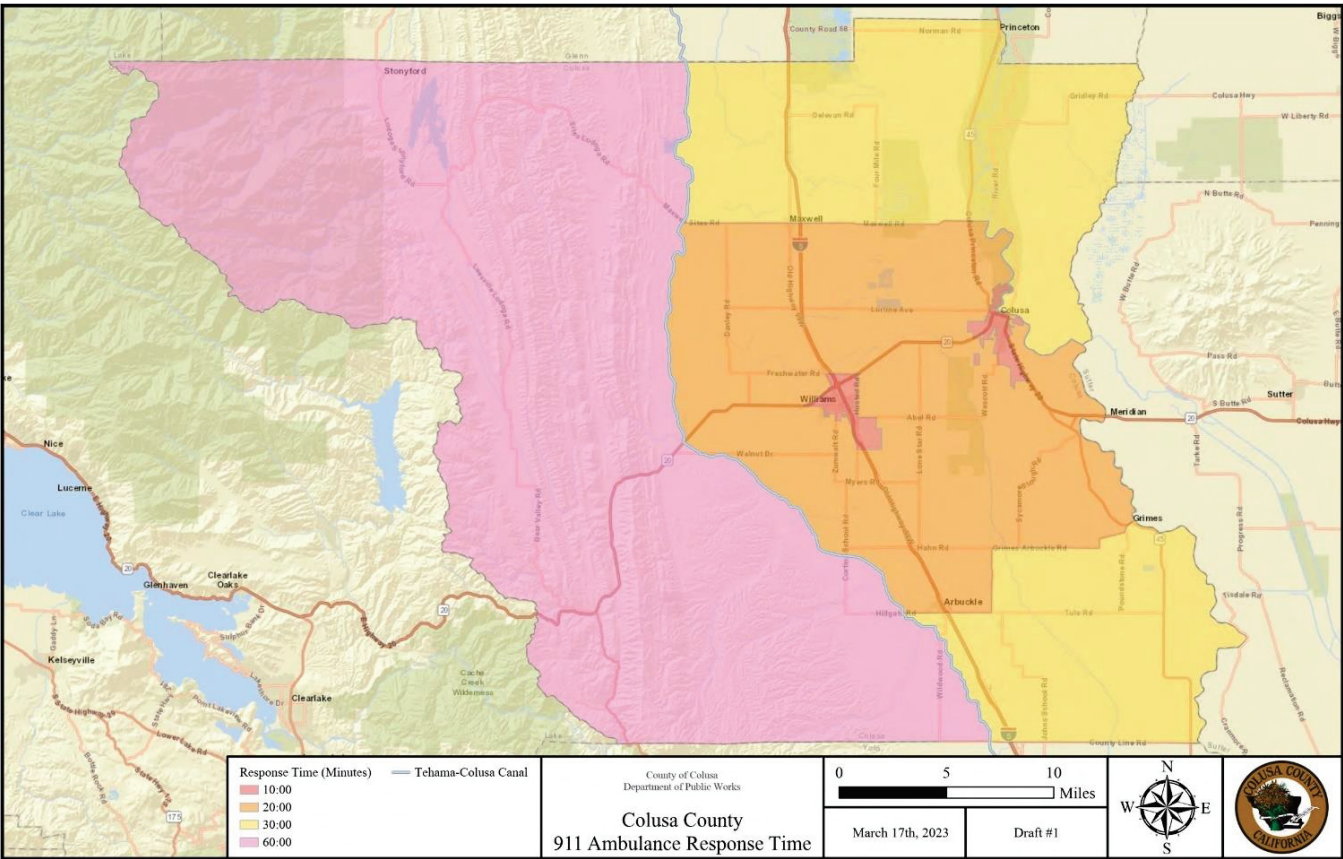


EXHIBIT B – Colusa County Emergency Response Zones and Compliance Requirements



Colusa County Ground Ambulance Response Zones		
Emergency Response Zone	Compliance Requirement	Code 3 ¹ Response Time (MM:SS)
Colusa – City Limits	90%	10:00
William – City Limits	90%	10:00
Arbuckle/Maxwell	90%	20:00
Colusa County Rural 30	90%	30:00
Colusa County Wilderness	90%	60:00
¹ Code 3 definition – An emergency response where time is critical, requiring an immediate ambulance response with emergency lights and siren use.		

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EXHIBIT C – Colusa County Ground Ambulance Rates


Proposer:	American Medical Response West (AMR)
Proposed Ambulance Rates	
Item	Rate
Bundled Base Rate	\$2,950.00
Mileage (per mile)	\$95.00
Oxygen	\$150.00
<i>Attach a list of any other specific proposed charges.</i>	
Medicare	
Do you accept Medicare assignment? (Reference: HCFA – 460 form): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<u>Medicare Participating Physician or Supplier Agreement</u>	
<p><u>Meaning of Assignment</u> - For purposes of this proposal, accepting assignment of the Medicare Part B payment means requesting direct Part B payment from the Medicare program. Under an assignment, the approved charge, determined by the Medicare carrier, shall be the full charge for the service covered under Part B. The participant shall not collect from the beneficiary or other person or organization for covered services more than the applicable deductible and coinsurance.</p>	
Date:	11/9/2023
Proposer:	American Medical Response West (AMR)
By: Signature (Representative)	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <small>5E495H42FE7246D...</small> </div>
Printed Name:	Brian Henricksen
Title	Senior Regional Director

EXHIBIT D – Insurance Requirements

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

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:

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

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

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

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

GENERAL LIABILITY INSURANCE:

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

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- 1) Contractual liability insuring the obligations assumed by CONTRACTOR in this AGREEMENT.
- B. One of the following forms is required:
- 1) Comprehensive General Liability; or
 - 2) Commercial General Liability (Occurrence); or
 - 3) Commercial General Liability (Claims Made).
- C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- 1) One million dollars (\$1,000,000) each occurrence.
 - 2) Two million dollars (\$2,000,000) aggregate.
- D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:
- 1) The limits of liability shall not be less than:
 - a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage).
 - b) Two million dollars (\$2,000,000) for Products-Completed Operations.
 - c) Two million dollars (\$2,000,000) General Aggregate.
- E. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000) or CONTRACTOR'S umbrella policy must meet these limit requirements.
- F. Special Claims Made Policy Form Provisions:
- CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of the Sierra-Sacramento Valley Emergency Medical Services Agency, which consent, if given, shall be subject to the following conditions:
- 1) The limits of liability shall not be less than:
 - a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage).
 - b) Two million dollars (\$2,000,000) aggregate for Products Completed Operations.
 - c) Two million dollars (\$2,000,000) General Aggregate.

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

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by the AGENCY as noted above. In no case shall the types of policies be different.

ENDORSEMENTS:

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

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

AUTOMOBILE LIABILITY INSURANCE:

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

MEDICAL MALPRACTICE LIABILITY INSURANCE:

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

ADDITIONAL REQUIREMENTS:

Premium Payments – The insurance companies shall have no recourse against the AGENCY or County of Colusa and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles and Self-Insured Retention – Any deductibles or self-insured retentions must be declared to and approved by the AGENCY.

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

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

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