

JIM HOLMES  
JPA BOARD CHAIRPERSON



SIERRA – SACRAMENTO VALLEY  
EMERGENCY MEDICAL SERVICES AGENCY

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SERVING BUTTE, COLUSA, GLENN, NEVADA, PLACER, SHASTA, SISKIYOU, SUTTER, TEHAMA & YUBA COUNTIES

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June 21, 2022

Don Wagner, Fire Chief  
Penn Valley Fire Protection District  
10513 Spencerville Road  
Penn Valley, CA 95946

RE: Penn Valley Fire Protection District Nevada County Emergency Ground Ambulance Provider  
Exclusive Operating Area (EOA) Agreement ('AGREEMENT')

Chief Wagner,

Pursuant to Page 10, Section II of the above referenced AGREEMENT

- A. *"This AGREEMENT shall be for an initial term of five (5) years from the Effective Date. Upon acceptable performance review, this AGREEMENT shall be renewed for five (5) years, unless notice is delivered to PROVIDER at least 120 days prior to expiration of contract."*

This letter, when signed by all parties, shall serve to revise, and renew the above referenced AGREEMENT in place between the Sierra – Sacramento Valley EMS Agency (AGENCY) and Penn Valley Fire Protection District (PROVIDER) as follows:

- The AGREEMENT shall be extended through September 30, 2027.
- Section IV, Item G (Page 20) of the AGREEMENT shall be deleted as follows:

*~~"PROVIDER must obtain and maintain in full force and effect, throughout the term of this AGREEMENT, including any extensions, assurance of performance of the terms of this Agreement in form reasonably satisfactory to AGENCY, such as, a binding mutual assistance agreement with another qualified provider whereby such other qualified provider guarantees performance of PROVIDER'S obligation under this Agreement following termination of this Agreement for material breach, including provisions for assignment of PROVIDER'S personnel and/or facilities and equipment to such other qualified provider to the extent necessary to meet the conditions of this Agreement."~~*

- Section IV, Item O (Page 25-26) of the AGREEMENT shall be revised as follows:
  - Current AGREEMENT language: ~~"PROVIDER shall pay an annual fee of \$1025 the first year of the contract with a 2% increase per year for five years. After 5 years the fee may be adjusted to average 5 year expense of monitoring costs."~~
  - Revised AGREEMENT language: "PROVIDER shall pay an annual fee of \$1131.50 the first year of the AGREEMENT renewal, with a 3% increase per year for the remaining four (4) years of the AGREEMENT renewal."
- Updated Exhibit A - Map (attached to this document as reference) necessary to clarify PROVIDER's Ground Ambulance EOA boundaries.
- All other AGREEMENT terms and conditions shall remain unchanged.

If these AGREEMENT revisions are acceptable, please sign and return to the S-SV EMS Agency for signature.

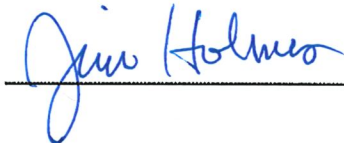
PROVIDER:  
Penn Valley Fire Protection District

BY:  \_\_\_\_\_

NAME: Don Wagner, Fire Chief

DATE: 6-21-2022

AGENCY:  
Sierra - Sacramento Valley EMS Agency

BY:  \_\_\_\_\_

NAME: Jim Holmes, Board Chairperson

DATE: 7-08-2022

BY:  \_\_\_\_\_

NAME: Victoria Pinette, Executive Director

DATE: 7/14/2022

**NEVADA COUNTY  
EXCLUSIVE OPERATING AREA**

**AMBULANCE PROVIDER**

**AGREEMENT**

**PENN VALLEY FIRE  
PROTECTION DISTRICT**

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

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

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

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

WHEREAS, PROVIDER, a public ambulance service, and its predecessors have continually rendered ambulance services as the sole providers of 9-1-1 emergency ambulance transport within portions of COUNTY since May 13, 1980; and

WHEREAS, AGENCY on October 31, 2003 granted PROVIDER, pending execution of AGREEMENT approved by the Governing Boards of both entities and executed on 12/14/2007, the exclusive right to serve specific areas of operation within COUNTY as the sole 9-1-1 emergency ambulance provider pursuant to the “grandfathering provisions” of the

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

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

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

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

NOW THEREFORE the parties agree as follows:

**I. DEFINITIONS**

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



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

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

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

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

***Code 3*** – See Emergency Response below

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

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

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

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

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

***Fiscal Year*** – July 1 through June 30.

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

***Insufficient Ambulance Units -***

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

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

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**Operational Report** - The monthly operational report shall contain, but is not limited to, the following: incident reports, mission failures, inability to staff 24 hour ALS in the entire district and any other information the AGENCY deems appropriate that is standard within the emergency medical services industry.

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

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

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

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

**Response Time Standards** - all response time standards which are adopted by the AGENCY and set forth in Exhibit B.

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

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

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

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

## **II. TERM OF AGREEMENT**

- A. This Agreement shall be for an initial term of five (5) years from the Effective Date. Upon acceptable performance review, this AGREEMENT shall be renewed for five (5) years, unless notice is delivered to PROVIDER at least 120 days prior to expiration of contract.
- B. PROVIDER shall continue to perform during any riot, insurrection, civil unrest, natural disaster, labor action or similar event if such performance remains practical under the prevailing standards of the emergency medical services industry. PROVIDER'S performance under this Agreement may be waived or suspended by AGENCY in the event of riot, insurrection, civil unrest, natural disaster, labor action or other similar event beyond the control of PROVIDER which affects the delivery of 9-1-1 services (interruption). If any interruption continues for a period in excess of ninety (90) calendar days and PROVIDER cannot resume performance within 180 calendar days from the initial date of the interruption,

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AGENCY may terminate this AGREEMENT upon giving at least thirty (30) days prior written notice to PROVIDER.

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

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

E. PROVIDER may terminate this AGREEMENT at any time, without cause, by providing at least one hundred twenty (120) calendar days prior written notice to the other party.

### **III. SPECIFIC RESPONSIBILITIES OF AGENCY:**

#### **A. Administration**

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

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

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7. PROVIDER shall designate in writing one or more persons who shall be assigned as liaison to AGENCY to address day-to-day performance issues and PROVIDER'S performance under the AGREEMENT.
8. AGENCY'S duly authorized representative(s) may ride as a third person on any of PROVIDER'S ambulance units or supervisor units when exercising AGENCY'S right to inspect and observe. AGENCY staff will not interfere with, nor provide, patient care during a ride-along. AGENCY will provide reasonable notice to PROVIDER to limit any potential conflict with interns, normally scheduled riders, or ongoing operations.
9. AGENCY may, from time to time, publish information on provider performance as deemed appropriate by AGENCY.

**B. Medical Control**

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

4. PROVIDER'S personnel shall follow the medical direction of base/modified base hospital personnel when applicable.

**IV. SPECIFIC RESPONSIBILITIES OF PROVIDER:**

**A. Ambulance Personnel**

1. PROVIDER shall assure that all personnel providing EMS services under this agreement have the required certificates/licenses/accreditations to provide such services.  
PROVIDER shall assure that all required certificates/licenses/accreditations for their personnel are current and valid at all times while providing EMS services under this agreement.
2. PROVIDER agrees to maintain records of driver's licenses and applicable EMS certificates/licenses/accreditations for all personnel providing EMS services under this agreement. These records shall be available for inspection by AGENCY representatives at all times, and shall be provided to AGENCY upon request.
3. PROVIDER shall assure that all personnel providing EMS services under this agreement have completed/maintained any additional training/skills competency verification required by applicable California statutes/regulations, AGENCY and/or AGENCY policies.
4. Every ambulance providing services under this agreement shall be minimally staffed by one (1) paramedic and (1) EMT at all times, unless minimum staffing requirements are waived by AGENCY due to special circumstances (MCI, disaster, etc.)

**B. Deployment of Ambulance Units (Station Location)**



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1. PROVIDER'S method and manner for providing adequate ambulance services and ambulance station locations shall be submitted to AGENCY upon the execution of this AGREEMENT. This document shall include scheduling (i.e., 12 hour, 24 hour, staffed, ALS, BLS, volunteer, etc.). PROVIDER shall notify AGENCY in writing, within 30 calendar days, of any changes in ambulance deployment or scheduling for the duration of this agreement.

**C. Performance**

1. PROVIDER agrees that its performance shall conform to the standards of the emergency medical services industry. PROVIDER shall comply with the applicable AGENCY policies and protocols for patient transportation and treatment.
2. PROVIDER shall ensure dispatch of the closest available AGENCY authorized 9-1-1 ambulance to the scene of the emergency, except as otherwise provided herein or may be required by law.
3. An ALS 9-1-1 ambulance may be used for scheduled non-emergency interfacility transfer only when the authorized PROVIDER'S Dispatch Center has released the unit for such non-emergency use, and there are other ALS 9-1-1 ambulance(s) staffed and immediately available to meet performance standards as defined herein.
4. PROVIDER shall not permit any of its employees, including dispatchers, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

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5. Ambulance personnel shall be neat and clean in public; shall be properly identified by a name tag, company name and insignia.
6. Employees shall treat other professionals, patients, and their families with professionalism and courtesy.

**D. Response Times**

**Penn Valley Proper & Lake Wildwood**

ALS 10 minutes/90% of the time

Ambulance 15 minutes/90% of the time

**Penn Valley Rural**

ALS 20 minutes/90% of the time

Ambulance 30 minutes/90% of the time, including the following streets in Lake Wildwood.

1. Fair Oaks Drive
2. Sun Forest Drive
3. Nutmeg Court
4. Woodland Loop
5. Candlewood Court
6. Shelter Court
7. Foxtail Drive
8. Bristle Court
9. Shadow Court
10. Pepperwood Drive
11. Knobcone Drive
12. Silver Pine Drive
13. Chestnut Court
14. Huckleberry Drive
15. Hemlock Drive
16. Incense Court
17. Long Branch Court
18. Lodgepole Drive
19. Lodgepole Court
20. Canopy Court
21. Forest Park Circle

**Penn Valley Wilderness**

As soon as possible

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2. PROVIDER shall submit to AGENCY a monthly response time compliance report, in a format agreed to by the parties no later than the 15<sup>th</sup> of the following month.
3. AGENCY will allow extended ambulance response times when ALS first responders are on scene and when patient care is not compromised.
4. PROVIDER may request that AGENCY issue a written response time waiver for a period of time. PROVIDER shall submit any Response Waiver Request in writing to AGENCY within ten (10) days of the circumstances that form the basis of the Response Waiver Request. The Response Waiver Request shall be detailed and articulate specific reasons for the request. PROVIDER'S Response Waiver Request may be prospective or retrospective depending on the circumstances. AGENCY shall issue its written decision on the Response Waiver Request within ten (10) days of its submission by PROVIDER. AGENCY may grant or deny any Response Waiver Request at its sole discretion. AGENCY action may be appealed to the JPA Governing Board at the next regularly scheduled meeting upon proper notice to parties.
5. The calculation of the ninety percent (90%) requirement shall be made on a monthly basis.
6. PROVIDER shall always inform the PSAP of such alternate service movements, the back-up providers estimated time of arrival (ETA) to the emergency and responding location, immediately upon dispatch.

7. If PROVIDER requests mutual aid , PROVIDER shall assure that contractual response time requirements are met.
8. Within reasonable limits, PROVIDER agrees to provide automatic aid, back-up or mutual aid emergency ambulance services when requested by the AGENCY, an EMS Dispatch Center, a PSAP or by EMS providers from neighboring areas. PROVIDER shall ensure that response times are provided to AGENCY in PROVIDER'S monthly report.
9. In the event that the monthly operations report indicates that PROVIDER has not met the 90% response time standard, PROVIDER shall prepare and submit, with the monthly operations report, a written plan which shall detail the corrective actions to be taken by PROVIDER to meet the response time standard, and the time frame for those corrective actions to occur.
10. PROVIDER may enter into automatic aid agreements with adjacent provider with AGENCY as signatory to the Agreement. The exclusive PROVIDER responsible for coverage of the affected area shall retain all rights and responsibilities for that exclusive area. When an automatic aid agreement exists, PROVIDER shall assure that contractual response time requirements are met.
11. PROVIDER will submit a monthly report to AGENCY that will include data mutually agreed to by the parties, i.e., personnel changes, station relocation, etc.

**E. Disaster/Emergencies**

1. PROVIDER shall participate in countywide emergency disaster drills, affecting the Penn Valley area in Nevada County, when the drill scheduled does not adversely affect operations.

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

**F. Rules and Regulations**

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

1. The Sierra-Sacramento Valley EMS Agency Policy/Protocol Manual.

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

**G. Performance Security**

PROVIDER must obtain and maintain in full force and effect, throughout the term of this AGREEMENT, including any extensions, assurance of performance of the terms of this Agreement in form reasonably satisfactory to AGENCY, such as, a binding mutual assistance agreement with another qualified provider whereby such other qualified provider guarantees performance of PROVIDER'S obligation under this Agreement following termination of this Agreement for material breach, including provisions for assignment of PROVIDER'S personnel and/or facilities and equipment to such other qualified provider to the extent necessary to meet the conditions of this Agreement.

**H. Provider Policies and Procedures:**

AGENCY acknowledges that PROVIDER has the appropriate policies and procedures 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 Protocols and policies which include continuous quality improvement.
11. Evaluation and handling of patients in the provision of service.
12. Role and responsibilities of field supervisors.
13. Employee job descriptions, including, but not limited to, all field, supervisory and management personnel.
14. Mapping education within PROVIDER'S area of service and familiarization with Nevada County.

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

**I. Continuous Quality Improvement (CQI)**

1. PROVIDER shall develop and maintain an AGENCY approved written Continuous Quality Improvement (CQI) Plan, as required by applicable California statutes/regulations and AGENCY policies.
2. PROVIDER shall inform AGENCY in writing, of efforts to correct performance deficiencies as outlined in applicable California statutes/regulations and AGENCY policies.
3. Provider shall complete and submit a CQI activity report to AGENCY on a monthly basis.
4. PROVIDER shall supervise its operations through a field supervisor.
5. PROVIDER shall identify to AGENCY, in writing, a CQI Coordinator.
6. PROVIDER shall identify to AGENCY, in writing, a Medical Director who shall be an M.D. or D.O. licensed to practice in California.
7. PROVIDER'S clinical performance must be consistent with AGENCY-approved medical standards, policies and protocols. Patient transportation and disposition shall be according to AGENCY policies and protocols. Services and care delivered must be evaluated by PROVIDER'S internal quality improvement program, and as necessary



through AGENCY'S quality improvement program in order to improve and maintain effective clinical performance.

**J. Equipment/Supplies**

1. PROVIDER shall schedule regular and preventive maintenance for all vehicles and shall furnish all fuel, lubricant, and maintenance services necessary for vehicle operation.
2. PROVIDER agrees that it will replace primary ambulances when the odometer registers 300,000 miles or upon certification from a qualified mechanic. Certification must be submitted to AGENCY for all vehicles with odometer readings greater than 300,000 miles.
3. All PROVIDER ambulances shall be stocked with the minimum medical equipment and supplies required by applicable AGENCY policies at all times while providing EMS services under this agreement.

**K. Public Information**

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

**L. Integration of Services**

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

in the following AGENCY committees and any others determined by AGENCY:

1. S-SV EMS Agency Regional Medical Control Advisory Committee.
2. S-SV EMS Agency Regional Quality Improvement Committee
3. S-SV EMS Agency EMS Aircraft Committee

**M. Records**

1. PROVIDER shall maintain CAD records of every dispatched medical response for a minimum of 12 months, and shall provide such records to AGENCY upon request.
2. PROVIDER's personnel shall complete a current NEMSIS version compliant electronic Patient Care Report for every medical response where provider's personnel arrive on scene. Completion of the electronic Patient Care Report shall be in compliance with applicable AGENCY policies. .
3. PROVIDER shall provide required patient care documentation to the base, modified base and/or receiving hospital in compliance with applicable AGENCY policies.
4. PROVIDER shall transmit to AGENCY all incident and patient care data elements, in a current NEMSIS version compliant electronic format, as required by applicable California statutes/regulations and AGENCY policies.
5. PROVIDER shall retain a copy of the EMS Patient Care Report for a minimum of seven (7) years or, if for a minor, seven (7) years past the age of majority, whichever is

greater.

6. PROVIDER shall maintain accurate books, documents, and records reflecting services provided, invoices submitted, or automated billing records generated, as well as records on all other information specifically required by other provisions of this AGREEMENT. All such books, documents, records, and information shall be prepared and maintained in accordance with generally accepted accounting principles and shall be retained by PROVIDER.

**N. Conflict Of Interest**

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

**O. FEES**

**Management/Monitoring Fee**

1. PROVIDER shall pay an annual fee of \$1,025 the first year of the contract with a 2%

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increase per year for five years. After 5 years the fee may be adjusted to average 5 year expense of monitoring costs. This fee is intended to cover the following AGENCY costs (Monitoring Costs) related to monitoring and enforcing the provisions of this AGREEMENT for each fiscal year covered by this AGREEMENT:

- a. The salary and benefits of one full time, part-time or independent contractor employed as the Contract Compliance Officer employed by the AGENCY, whose salary and benefits shall not exceed the applicable AGENCY salary schedule category suitable for an individual of comparable education and experience;
  - b. Overhead attributable to the Contract Compliance Officer in an amount determined in accordance with the County allocation procedures customarily utilized by AGENCY;
  - c. PROVIDER'S Monitoring Costs are determined based upon the previous 5 year average costs.
2. Monitoring Costs thereafter shall be paid to AGENCY annually within 60 days of receipt of invoice.

**V.MATERIAL BREACH OF AGREEMENT**

**A. Notice of Default.**

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

**B. Definition of Material Breach.**

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

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

creditors; or entry of a judgment or order determining that PROVIDER is bankrupt or insolvent.

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

**C. Dispute Resolution**

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

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

3. If PROVIDER fails to rebut the preliminary determination of AGENCY or remedy the material breach within the Cure Period, AGENCY shall schedule a public hearing on the matter before the JPA Governing Board. The JPA Governing Board shall give to PROVIDER written notice of hearing within 72 hours, specifying the date, time, and place of the hearing and the general nature of the matter to be heard, at least fourteen (14) days prior to the hearing. The hearing shall be held as scheduled, except that upon a request by PROVIDER, the hearing may be rescheduled, one time only.
4. The JPA Governing Board shall make a decision as follows:
  - a. The JPA Governing Board shall set forth recommended findings on the issue of whether a material breach has occurred.
  - b. If the JPA Governing Board recommends a finding that a material breach has occurred, the JPA Governing Board shall specify AGREEMENT provisions that have been breached and the facts upon which the findings are based.

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- c. If the JPA Governing Board recommends a finding that a material breach has occurred, the JPA Governing Board shall then make a finding on the issue whether the material breach presents a danger to the public health and safety, and shall specify the facts upon which such findings are based.
- d. If the JPA Governing Board recommends a finding that a material breach has occurred, the JPA Governing Board shall determine the course of action that should be taken by the JPA Governing Board.
5. The decision by the JPA Governing Board is final. No later than ten (10) days after the hearing, the JPA Governing Board shall issue a written decision making a final determination on the relevant issues, and shall serve a copy of such decision on PROVIDER, by personal delivery to the person in charge of the PROVIDER'S principal place of business during regular business hours.
6. If the JPA Governing Board decides that there has been a material breach presenting a danger to the public health and safety, the JPA Governing Board may terminate AGREEMENT and/or take remediation measures as set forth herein.
7. If the JPA Governing Board decides that there has been a material breach without presenting a danger to the public health and safety. PROVIDER will cure the Breach within forty-five (45) days or AGREEMENT will be terminated.
8. PROVIDER shall not be prohibited from disputing any such finding by the JPA Governing Board of material breach through litigation. PROVIDER'S cooperation with and full support of any Remediation Measures, shall not be construed as acceptance by



PROVIDER of the finding of material breach, and shall not in any way jeopardize

PROVIDER'S right to recovery should a court later find that the declaration of material breach was made in error.

9. The JPA Governing Board shall be the final authority, subject to judicial review.

**D. REMEDIATION MEASURES**

1. Remediation Measures Cooperation: PROVIDER shall cooperate completely and immediately with the JPA Governing Board and its agents to effect any immediate remediation measures ("Remediation Measures"). Remediation measures may include:
  - a. Retention of an emergency medical services operations consultant ("Operations Consultant" mutually agreed upon by the parties) by the JPA Governing Board at PROVIDER'S cost. The Operations Consultant will provide day-to-day oversight and monitoring of PROVIDER'S ALS operations and may make operations recommendations to PROVIDER. The JPA Governing Board may retain the Operations Consultant for a period of time equal to the lesser of: (i) six (6) months from the date that the JPA Governing Board declares PROVIDER in material breach; (ii) the date PROVIDER cures any material breach; or
  - b. Creation of a remediation plan that requires PROVIDER to meet certain objectives within specific time periods and establishes specific consequences for PROVIDER'S failure to meet the objectives.

**VI. INDEMNIFICATION AND INSURANCE**

**A. Indemnification**

1. PROVIDER hereby agrees to protect, defend, indemnify, and hold AGENCY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by AGENCY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of AGENCY) 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 PROVIDER'S performance under the contract or agreement. PROVIDER agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the PROVIDER. PROVIDER also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against PROVIDER or AGENCY or to enlarge in any way the PROVIDER'S liability but is intended solely to provide for indemnification of AGENCY from liability for damages or injuries to third persons or property arising from PROVIDER'S performance pursuant to this contract or agreement.

As used above, the term AGENCY means SIERRA-SACRAMENTO VALLEY EMS or its officers, agents, employees, and volunteers.

**B. Insurance**

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

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

- e. Explosion, collapse, and underground hazards; and
- f. Personal injury liability.

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

- 3. One of the following forms is required:
  - a. Comprehensive General Liability;
  - b. Commercial General Liability (Occurrence); or
  - c. Commercial General Liability (Claims Made).
- 4. If PROVIDER carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - a. Five million dollars (\$5,000,000) each occurrence
  - b. Five million dollars (\$5,000,000) aggregate
- 5. If PROVIDER carries a Commercial General Liability (Occurrence) policy
  - a. The limits of liability shall not be less than:
    - 1. Five million dollars (\$5,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - 2. Five million dollars (\$5,000,000) for Products-Completed Operations
    - 3. Five million dollars (\$5,000,000) General Aggregate
  - b. If the policy does not have an endorsement providing that the General Aggregate Limit

applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be six million dollars (\$6,000,000).

6. Special Claims Made Policy Form Provisions:

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

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

**C. Endorsements**

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

- 1. AGENCY and County, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this AGREEMENT."

2. The inclusion of more than one insured shall not operate to impair the rights as one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."
3. "The insurance provided by PROVIDER, including any excess liability or umbrella form coverage is primary coverage to AGENCY and County with respect to any act or omission that is cause solely by PROVIDER."
4. "This policy shall not be canceled or materially changed without first giving at least thirty (30) days prior written notice to AGENCY and Nevada County."

**D. Automobile Liability Insurance**

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

**E. Worker's Compensation**

1. Worker's Compensation Insurance shall be provided by PROVIDER in accordance with the applicable law and shall be in the statutory amounts.
2. Each Worker's Compensation policy shall be endorsed with the following specific language:

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

## **VII. GENERAL CONTRACT REQUIREMENTS**

### **A. Non-Discrimination**

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

### **B. Notice to Employees**

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



**C. Drug-Free Workplace**

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

**D. Assignment**

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

**E. Independent Contractor**

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

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

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

**F. Confidentiality**

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

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

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

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

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

**G. Amendments**

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

**H. Venue and Jurisdiction**

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

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**I. Notice**

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

If to PROVIDER:

Don Wagner, Chief  
Penn Valley Fire Protection District  
PO Box 180  
Penn Valley, CA 95946-0180

With Mandatory Copy to:

Colantuono, Highsmith & Whatley, PC  
420 Sierra College Dr., Suite 140  
Grass Valley CA 95945

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

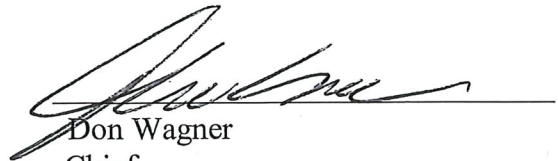
PENN VALLEY FPD  
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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.



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

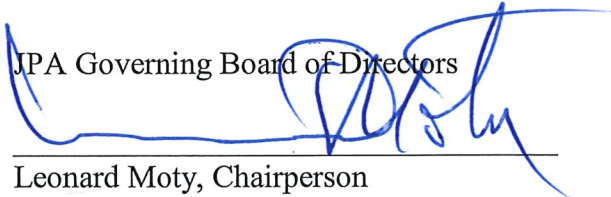
Date: 9/2/17



Don Wagner  
Chief  
Penn Valley Fire Protection District  
PO Box 180  
Grass Valley CA 95945

Date: 7/12/2017

APPROVED BY:



JPA Governing Board of Directors  
Leonard Moty, Chairperson

Date: 9/8/17

Penn Valley Fire Protection District



David Farrell, Chairman

Date: 7/11/17



Brian Wirtz, Deputy County Counsel

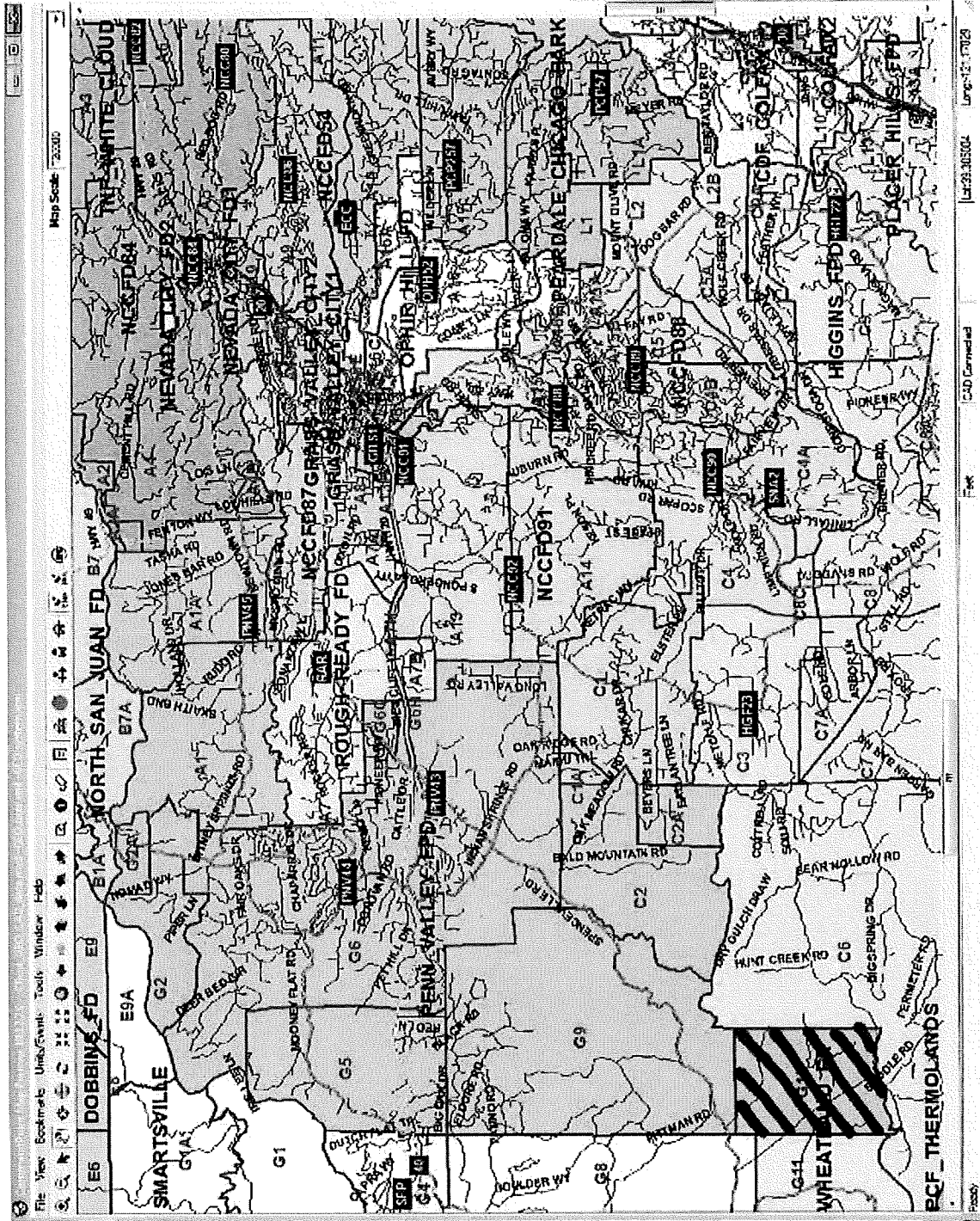
Date: 9/8/17

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**EXHIBIT A – MAP**

**Area highlighted in green, not to include Wheatland**

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**EXHIBIT B – POLICY**