Placer County Emergency Medical Services
Ambulance Transport Provider Agreement

Sierra – Sacramento Valley EMS Agency And
American Medical Response West

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AGREEMENT WITH AMERICAN MEDICAL RESPONSE WEST A CALIFORNIA CORPORATION FOR EMERGENCY AMBULANCE SERVICE IN PLACER COUNTY

THIS AGREEMENT, entered into this 1st day of December 2025 and ending on November 30, 2027, by and between the SIERRA-SACRAMENTO VALLEY EMS AGENCY, hereinafter called "Agency" and AMERICAN MEDICAL RESPONSE WEST, a California corporation, hereinafter called "Contractor" collectively the “Parties;”

RECITALS OF AUTHORITY

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

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

Whereas, the California Code of Regulations, Title 22, Section 100096.01 (b)(4) requires paramedic service providers to have a written agreement with the LEMSA to provide ALS; and

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

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

DEFINITIONS

The terms that follow, when used in this Agreement, shall have the meanings indicated.

Advanced Life Support (ALS). As defined in California Health and Safety Code § 1797.52, "advanced life support" means special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital.

ALS Ambulance. A ground ambulance which provides transport of the sick and injured and is staffed and equipped to provide ALS consistent with the California Health and Safety Code, Division 2.5, § 1797.52 and Agency policies and procedures.

Agency. Sierra-Sacramento Valley EMS Agency.

Agency Executive Director. Director of the Sierra-Sacramento Valley EMS Agency.

Agency Medical Director. Physician Medical Director of the Sierra-Sacramento Valley EMS Agency.

Agency Policies, Procedures and Protocols. All policy, procedure and protocol documents developed through the process described in Agency policies.

Authorized Ambulance Provider. An ambulance provider authorized by the Agency to provide ground ambulance services within Placer County.

Authorized EMS Dispatch Center. A dispatch center authorized by the Agency to dispatch ground ambulances within Placer County.

Basic Life Support (BLS). As defined in California Health and Safety Code § 1797.60, "basic life support" means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.

BLS Ambulance. A ground ambulance which provides transport of the sick and injured and is staffed and equipped to provide BLS consistent with the California Health and Safety Code, Division 2.5, § 1797.60 and Agency policies and procedures.

Code 2 Response/Call. A Non-Life-Threatening Emergency requiring a response without lights and sirens.

Code 3 Response/Call. A Life-Threatening Emergency requiring a response with red lights and sirens.

Contractor Non-Transport ALS Resource. A non-transporting Contractor vehicle with personnel capable of providing ALS prehospital care.

Emergency. As defined in California Health and Safety Code § 1797.70, "emergency" means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical services personnel or a public safety agency.

Emergency Medical Dispatch (EMD). A nationally recognized set of standards used by specially trained dispatch personnel that focus upon four main functions: (1) To receive and process telephone calls; (2) To dispatch and coordinate EMS resources based upon prioritization principles that consider the level of the emergency and availability of local EMS resources; (3) To provide medical instruction to callers (pre-arrival instructions) and scene information to EMS crews (post- dispatch); and (4) To coordinate with other public safety agencies.

Emergency Medical Services (EMS). As defined in California Health and Safety Code § 1797.72, "Emergency medical services" means the services utilized in responding to a medical emergency.

EMS Personnel. All emergency medical dispatchers, first responders, EMTs, and paramedics functioning within the EMS system.

Emergency Medical Technician (EMT). As defined in California Health and Safety Code § 1797.80.

Exclusive Operating Area (EOA). An EMS area or sub area, as designated in the Agency's EMS Plan approved by the California EMS Authority, for which the Agency restricts operations to one provider of emergency ground ambulance services.

First Response Unit. A public safety vehicle staffed by personnel capable of providing appropriate prehospital care.

Ground Ambulance. A ground ambulance staffed and equipped in compliance with applicable Agency policies.

Hospital. As defined in California Health and Safety Code § 1797.88.

GPS Location System. Vehicle tracking devices authorized by the Agency that allow the Authorized EMS Dispatch Center to determine the location of ambulance vehicles via a computerized mapping system.

Life Threatening Emergency. The term used to denote a condition or situation in which an individual has a need for immediate medical attention requiring a Code 3 response based upon the patient's reported medical condition, or where the potential for such need is perceived by EMS personnel.

Medical Direction. Direction given to EMS personnel by a base/modified base hospital physician or Agency authorized mobile intensive care nurse (MICN), pursuant to applicable Agency policies and protocols.

Non-Emergency Medical Response. The term used to denote a condition or situation in which an individual has not experienced a sudden or unexpected change in their medical condition and does not meet the EMD protocol for a life threatening or non-life-threatening emergency, and where the potential for such need is not perceived by EMS personnel.

Non-Life-Threatening Emergency. The term used to denote a condition or situation in which an individual has a need for medical attention requiring a Code 2 response based upon the patient's reported medical condition, or where the potential for such need is not perceived by EMS personnel.

Paramedic. As defined in California Health and Safety Code Section 1797.84.

Quality Improvement Program. Methods of evaluation that are composed of structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process and recognize excellence in performance and delivery of care.

Placer County Ambulance Advisory Committee. A committee established by the Agency to provide input on Placer County EMS system matters within the Contractor's EOA. The committee shall consist of one representative from the Contractor and one representative from each fire department/district within the Contractor's EOA.

Shall. The term shall as used in this agreement means must or is mandatory.

Staging. The term used to denote that a Ground Ambulance is dispatched to respond to an area near a Life Threatening or Non-Life-Threatening Emergency until allowed to proceed to the site of the patient(s).

Standby. The term used to denote that an ALS Ground Ambulance or Provider ALS First Response Vehicle is staged near and available to an activity at the request of a public safety agency in which it is presumed there is a high likelihood that a Life Threatening or Non-Life-Threatening Emergency will occur.

System Status Plan. The plan followed by the Contractor and the Authorized EMS Dispatch Center that identifies, the strategic placement of ambulances based upon time of day and ambulance availability and the circumstances under which (a) Mutual Aid response would be requested on Contractor's behalf or (b) Contractor would be requested to perform Mutual Aid for another Contractor in a different Ambulance Response Zone or adjacent county.

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SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 Contract Administration

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

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

2. Monitor the Contractor's EMS service delivery for compliance with standard of care as defined through law, Agency policies, and medical protocols.

3. Provide technical guidance as the Contract Administrator deems appropriate.

1.2 Term of Agreement

A. The term of this Agreement shall commence at 0001 hours on December 1, 2025 (the "Commencement Date"), and terminate at 2400 hours on November 30, 2027, unless terminated earlier under the terms and conditions of this Agreement.

B. This Agreement may be renewed upon written agreement of the parties.

1.3 Contract Response Area

A. All requirements described in this Agreement apply to the Placer County EOA, as shown in Exhibit A.

B. All the following requests for emergency ground ambulance service originating in the areas shown in Exhibit A shall be exclusively referred to the Contractor, and the Contractor shall provide all emergency ground ambulance responses and transports as follows:

1. Contractor shall be the exclusive provider, not to include Agency authorized fire first response services, to respond to all EMS calls placed through the 911 system in Placer County within the EOA established in this Agreement.

2. Any other request for service requiring an emergency ground ambulance response, as defined by the Agency's policies and procedures.

C. In consideration for providing emergency ground ambulance services in accordance with the terms described herein, the Contractor is granted an EOA encompassing the ambulance response zone areas shown in Exhibit A. Within such EOA, the Contractor shall be entitled to be the exclusive provider of all emergency ground ambulance services during the period of this Agreement and any extensions of this Agreement.

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

Agency knowingly permit any ambulance service provider to render such emergency services within the EOA except as provided in this Agreement.

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

1.4 Notices

A. All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party or any other person shall be in writing and either sent via electronic mail (with delivery receipt), personally delivered or sent by prepaid postage, first class mail.

B. Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

Contractor:

Regional Director
American Medical Response
6101 Pacific Street
Rocklin, CA 95677

With copy to:

Law Department
Global Medical Response, Inc.
4400 State Highway 121, Suite 700
Lewisville, TX 75056

Agency:

Executive Director
Sierra – Sacramento Valley EMS Agency
535 Menlo Drive, Suite A
Rocklin, CA 95765
Email address info@ssvems.com

1.5 Paramedic Service Provider Agreement

A. This Agreement will also serve as the paramedic service provider agreement required under the California Code of Regulations, Title 22, Section 100096.01(b)(4).

1.6 Non-Exclusive Ambulance Service Authorization

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

1. BLS and ALS non-emergency ground ambulance transport services.
2. BLS and ALS ground ambulance interfacility transport requests.
3. BLS and ALS special event standby services.

1.7 County Initiated Amendments and Termination Option.

A. The Contractor recognizes the Agency's regulatory oversight and authority over the emergency medical services system. The Contractor recognizes that the Agency may need to direct changes to the system to improve delivery or advance the system. This section describes the process when the Agency requests or initiates a change that has a significant financial impact on the Contractor, to performance, standards, response times, response time penalties, response zones, equipment, technology, vehicles, research, practices, or other any requirements reasonably construed to be significant as established at the inception of the Agreement. If a change to the system would have by reasonable standards a significant financial impact on Contractor, the Contractor may request the Agency meet and confer on the proposed change, the impact of the change and discuss the costs of the change, funding for the change, rate adjustment, a subsidy, operational changes or other considerations. If the Parties cannot negotiate a mutually acceptable resolution to the Agency requested change within thirty (30) days, either party may terminate this Agreement with two hundred seventy (270) days' written notice to the other and prior to implementation of the change. Nothing in this section shall be construed to limit or restrict the EMS Agency's statutory rights and obligations regarding medical control, as provided by applicable law.

1.8 Contractor Initiated Amendments.

A. At any time during the term of the Agreement, in the event of a significant change or potential significant change, by reasonable standards, that is beyond Contractor's control and that will affect the costs, revenue or delivery of Contractor's services, Contractor may send written notice to Agency to meet and confer on the impact of the change and discuss proposed amendments including, but not limited to a rate adjustment, a subsidy, operational changes or other changes. If the Parties cannot negotiate a mutually acceptable resolution to the Contractor requested change within thirty (30) days, either party may terminate this Agreement with two hundred seventy (270) days' written notice to the other. Significant changes may include significant decreases in Medi-Cal, Medicare or other third-party reimbursement, implementation of living or minimum wage legal requirements, or material changes in call volume. Nothing in this section shall be construed to limit or restrict the EMS Agency's statutory rights and obligations regarding medical control, as provided by applicable law.

SECTION 2: ROLES AND RESPONSIBILITIES

2.1 Agency's Functional Responsibilities

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

1. Oversee and enforce the Contractor's rights as the sole provider of emergency ground ambulance services within specified areas of operation within Placer County.
2. Oversee, monitor, and evaluate contract performance and compliance.
3. Provide medical direction and control of the EMS system.

2.2 Contractor's Functional Responsibilities

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

1. Provide prehospital emergency medical care and transport services in response to emergency medical calls within all areas shown in Exhibit A, twenty-four (24) hours each day, seven days a week, without regard to the patient's financial status.
2. Ambulance response times must meet the response time standards set forth herein, and every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by the Agency, be equipped and staffed to operate at the ALS (paramedic) level.
3. Clinical performance must be consistent with approved medical standards, policies, performance standards and metrics outlined in this Agreement and attachments or exhibits thereto, and protocols.
4. The conduct and appearance of the Contractor's personnel must be professional and courteous at all times.
5. Patient transportation and disposition shall follow Agency's policies and protocols.
6. Services and care delivered must be evaluated by the Contractor's internal quality improvement program, and through the Agency's quality improvement program as necessary, to improve and maintain effective clinical performance, to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of Contractor's services.
7. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to a minimum through constant attention to, policy, protocol and procedure performance monitoring/auditing, and prompt and definitive corrective action as appropriate.
8. This Agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results.
9. If the Contractor fails to perform to the Agreement standards, the Contractor may be found to be in Material Breach of this Agreement in accordance with

the Agreement's terms and promptly replaced to protect the public health and safety.

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

C. Provide all ambulances, as well as other vehicles and equipment necessary for the provision of services required under this Agreement.

D. Furnish equipment/supplies and replacements used by the Contractor's personnel.

E. Establish a recruitment, hiring, and retention system that ensures a quality workforce of clinically competent employees who are appropriately certified, licensed, and/or accredited.

F. Comply with all prehospital personnel training requirements established by the State of California and the Agency.

G. Comply with all Agency policies and protocols.

H. Maintain neat, clean, professional appearance of all personnel, facilities, and equipment.

I. Submit reports supported by documentation or other verifiable information as required by the Agency.

J. Respond to Agency inquiries about service complaints and reports of investigation in compliance with Agency policies.

K. Notify the Agency of all incidents in which the Contractor's personnel fail to comply with protocols and/or contractual requirements.

L. The Contractor assumes full responsibility for prehospital emergency medical response and transport provided by the Contractor's organization.

2.3 Transition Planning

A. The Contractor is aware that the Agency may initiate a competitive procurement process to award the Contractor's EOA. If this action is taken and Contractor is not judged to be the successful bidder, there would be a transition of contractors.

B. Contractor Responsibilities During Transition shall be:

1. To ensure continued performance consistent with the requirements in this Agreement through any such transition period, the Contractor shall:

i. Continue all operations and support services at the same level of effort and performance, and with substantially the same resources, as were in effect prior to the transition period.

ii. Not inflate costs with the improper intent that a new Contractor would be required to assume.

iii. Make no changes in methods of operation, other than those as have been customarily made during the Term of the Agreement in the normal course of operations, that actually reduce or could reasonably be considered to be aimed at reducing the Contractor's service and operating costs to maximize or affect a gain during the transition period.

iv. Make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the new Contractor. Regularly scheduled increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed, as will any changes to compensation that may be required by law.

C. Treatment of Employees During Transition

1. During the transition period, the Contractor shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with the new provider and shall allow its employees to sign contingent employment agreements with the new provider at employees' discretion without penalty.

2. The Contractor acknowledges and agrees that supervisory personnel, EMTs, and paramedics working in the EMS system have a reasonable expectation of long-term employment in the Placer County system, even though contractors may change.

3. Notwithstanding the foregoing, the Contractor has a reasonable expectation of privacy in its trade secrets and proprietary information and may, consistent with law, prohibit its employees from assisting competing entities in preparing proposals or otherwise revealing confidential information regarding the Contractor or its business practices or operations.

SECTION 3: OPERATIONS

3.1 Deployment Requirements

A. The Contractor shall include a minimum of 2,304 weekly ALS ambulance unit hours dedicated to the Placer County EOA. The Contractor and the Agency understand that there may be some fluctuations in ALS ambulance unit hours that Contractor actually deploys due to reasons such as employee sick calls and unexpected staffing shortages. Notwithstanding such fluctuations and the number of ALS ambulance unit hours actually deployed, the Contractor shall meet the performance standards herein.

1. In the event of a declared Public Health Emergency, the Contractor and the Agency shall cooperate in good faith to adjust the minimum ALS ambulance unit hours as necessary to ensure the continued provision of services.
2. The 2,304 weekly unit hours shall be calculated using the average of the prior four (4) weeks (Sunday 12:00am to Saturday 11:59pm).

B. The Contractor shall ensure that every ALS ambulance deployed has been inspected/authorized by the Agency, maintains an equipment/supply inventory sufficient to meet all federal, state, and Agency requirements, and is staffed with at least one (1) Agency accredited paramedic and one California certified EMT.

C. The Contractor may utilize additional BLS ambulance units for responses covered by this Agreement, when authorized by the Agency.

D. Contractor's response time obligations are performance based. The Contractor shall redeploy ambulances or add additional ambulance unit hours if response time performance standards are not met, unless the parties mutually agree otherwise in writing.

E. The Contractor shall provide reasonable EMS system standby, mutual aid, or coverage to other areas within the Agency's jurisdictional region, as requested by a public safety 911 dispatch center or Agency representative.

F. The Contractor shall enter into mutual/automatic aid agreements with providers, as recommended by the Agency, in nearby service areas inside or outside Placer County but within the Agency's jurisdictional region. The Contractor may enter into mutual/automatic aid agreements with providers upon approval of the Agency.

G. The Contractor's emergency ambulances may not be used for Non-Emergency Medical Response requests unless the Contractor's dispatch center has released the ambulance in accordance with their system status plan on file with the Agency.

H. The Contractor shall assist in servicing, for a period not to exceed ninety (90) calendar days, any other ambulance response zone within Placer County for which an emergency ground ambulance provider agreement has been suspended or terminated. Response time requirements for services provided in such geographic area(s) will be waived during this period.

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

3.2 Response Time Standards

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

Response Time Performance Criteria outlined in Exhibit B, and further agrees to the following:

1. The Parties expressly agree that, in consultation with the Contractor, the Agency may modify the Response Time Performance Criteria set forth herein from time to time during the term of this Agreement, provided that such modifications do not result in the need for additional ambulances or unit hours of 110% or more of those in place on the Commencement Date. The Parties further agree that this is necessary as clinical research, evidence, and standards of care evolve. The Parties also agree and acknowledge that such future modifications, reclassifications, additions, or subtractions do not have to be made through amendments to this Agreement but may be implemented by the Agency through Agency Policies and Procedures after consultation with the Contractor. Each incident will be counted as a single response regardless of the number of units that respond and only the first arriving ambulance's time shall be applicable.
2. The Contractor shall use its best efforts to minimize variations or fluctuations in response time performance.
3. The Contractor shall, in the performance of work and provision of services pursuant to the requirements of this Agreement, comply with all federal, state and local laws, regulations, and codes, including the California Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, California Health and Safety Code, Division 2.5, Sections 1797 and 1798, California Code of Regulations, Title 13 and 22, Agency policies, procedures and protocols, and the Placer County Ambulance Ordinance (Placer County Code, Article 8.04 Ambulance Services) in the performance of this Agreement.
4. The Contractor shall utilize appropriately staffed and equipped ALS ambulances, except as authorized by the Agency, to provide services under this Agreement on a twenty-four (24) hour per day, seven days a week basis.
5. The Contractor shall capture and record, utilizing an Agency-approved Computer Aided Dispatch (CAD) system, all the following data elements for every emergency and non-emergency request for services provided under this Agreement:
    i. Requesting party
    ii. Incident location
    iii. Incident number
    iv. Ambulance response zone
    v. Nature of incident

vi. Medical Priority Dispatch System (MPDS) call determinant (if applicable)

vii. EMD performed (if applicable)

viii. Response priority (including upgrades and downgrades)

ix. Response unit(s) identifier(s)

x. Call receipt time

xi. Dispatch time

xii. Enroute time

xiii. At scene time (if applicable)

xiv. Patient transport time (if applicable)

xv. Arrive destination time (if applicable)

xvi. Available time

6. The Contractor shall be responsible for complying with the response time performance requirements as specified in this Section for all emergency ground ambulances which fall within Contractor's EOA, including calls in which Contractor fails to respond. Failure to respond includes instances where the Contractor responds to a call, but the call is canceled subsequent to an extended response time. An extended response time is defined as a cancellation occurring after a response exceeds the required response time for the applicable Ambulance Response Zone, as specified in Exhibit B, at the time the cancellation is communicated to Contractor by the dispatch center.

7. Response time measurements shall be calculated and reported monthly.

B. Response Time Standards for Code 3 Responses – The Contractor shall ensure that an ALS ambulance, except as authorized by the Agency, arrives at scene of every Code 3 emergency request as indicated in Exhibit B.

C. Response Time Standards for Code 2 Responses – The Contractor shall ensure that an ALS ambulance, except as authorized by the Agency, arrives at scene of every Code 2 emergency request as indicated in Exhibit B. Code 2 responses shall only be identified by Agency approved MPDS response determinants, the requesting public safety 911 dispatch center, or EMS personnel at scene of an emergency incident.

D. Response Time Calculations

1. Dispatch CAD data and FirstWatch On-line Compliance Utility ("OCU") will be utilized by the Agency to monitor Response Time Compliance. OCU will

calculate all Contractor Response Times. Response Time shall be measured in minutes and seconds and compliance determined on a fractile basis.

2. Response times shall be calculated from the time of receipt of all necessary emergency response caller data by the Contractor's dispatch center to the time of arrival on scene of a fully equipped and staffed ALS ambulance, or BLS ambulance when authorized by the Agency.

E. Applicable Calls

1. Response time standards shall apply to all emergency ambulance requests within the Contractor's EOA covered by this Agreement.

F. Response Time Compliance

1. Upon determination by the Agency that the Contractor has failed to meet response time compliance, liquidated damages will be assessed as outlined in Exhibit B of this Agreement.

2. For each response time compliance period in which the Contractor fails to meet the requirements, liquidated damages will automatically be assessed to the Contractor.

3. The Contractor agrees to pay liquidated damages, measured separately for each response zone for any response time compliance period when response time compliance is not met (Exhibit B).

4. For each month in which any of the requirements in this Section is not met, the Contractor shall meet with the Contract Administrator or their designee to develop a strategy and corrective action plan to address the response compliance problem.

G. Response Time Exemptions

1. In some cases, late responses will be excused from liquidated damages and from response time compliance reports. These exemptions will be as reasonably determined by the Agency using a reasonable person standard and shall not be unreasonably withheld, conditioned, or denied. The burden of proof that there is good cause for the exemption shall rest with the Contractor and the Contractor must have acted in good faith. The alleged good cause must be shown by the Contractor to have been a substantial factor in producing excessive response time directly preventing the responding unit from meeting required response times. The Contractor may request that a response be excluded from the calculation of the response time standards set forth in Exhibit B if that call meets the criteria defined below. The Contractor shall file a request for each desired response time exemption, as they occur, using OCU. No request for response time exemptions will be accepted greater than ten business days after the date of the incident. Such requests shall list

the date, time, the specific circumstances causing the delayed response, and evidence supporting the requested exemption. The Contract Administrator, or their designee, shall grant or deny exemptions to performance standards and shall advise the Contractor of the decision utilizing the OCU. The Contractor must respond within ten business days to any requests from the Agency for additional supporting evidence or clarifications to the requested exemption. Failure to respond to the request for information within ten business days will result in denial of the requested correction or exception. Without limiting the Agency's discretion as set forth herein, examples of such exemptions include but are not limited to:

i. The wrong address or location provided by the requesting party, or no patient is found at reported address or location and unit arrived at reported location within required response time.

ii. Incomplete, or materially inaccurate location information relayed from the requesting public safety 911 dispatch center to the Contractor's dispatch center.

iii. An unavoidable delay caused by road construction, or other unforeseeable roadway obstruction, including train delays, along response route. Contractor is expected to make good faith efforts to modify staffing schedules, posting plans, and response routes to mitigate impacts of known road construction and roadway obstructions.

iv. An unavoidable delay caused by incident related traffic delays or roadway obstruction. Contractor is expected to make good faith efforts to respond alternate units to avoid incident related obstructions.

v. Restricted location access: when closed gates, excessive parking lot traffic hazards or speed limiting obstacles, or incomplete location information prevent timely response to incident location and response was compliant with the response time standards to the location of restricted access. Contractor is expected to maintain updated mapping software, detailed location maps, and gate codes as available to plan response routes around areas with restricted access. Restricted location access shall be considered grounds for an exemption only if Contractor could not reasonably achieve access in a timely manner (e.g., with gate codes made available to contractor, detailed location maps, or known alternate access routes to location).

vi. Weather conditions that impair visibility or create other unsafe driving conditions for the responding unit.

vii. Activation of the Agency's Multi-Casualty Incident (MCI) Plan with ≥20% of deployed ambulances in the Contractor's approved System Status Plan being requested to respond to the incident.

viii. The responding ambulance is involved in a traffic collision, and the Contractor is determined not to be at fault by law enforcement.

ix. Unusual System Overload (USO): defined as 175 percent of the average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume. Each one of Contractor's emergency ambulance's experiencing an Ambulance Patient Offload Time (APOT) delay exceeding the Agency established standard at the time of call receipt will be considered an active incident for USO calculation purposes.

H. All other exemption requests shall be made on a case-by-case basis for good cause only, as determined by the Agency in its sole discretion. It is understood that the Agency wishes to minimize the number of undefined good cause exemptions, and such exemptions shall only be granted upon extraordinary circumstances.

I. The Contract Administrator or their designee shall review each exemption request individually and determine whether to accept or reject each response time exemption request submitted by the Contractor. The decision of the Contract Administrator or their designee to accept or reject any or all response time exemption requests shall be final.

3.3 Clinical Performance Standards

A. Clinical Performance Standards – In consideration for being granted authorization to provide emergency ground ambulance services and starting with the date that is ninety (90) days after the Commencement Date, the Contractor agrees to adhere to the Clinical Performance Standards outlined in Exhibit C, and further agrees to the following: The Parties expressly agree that, in consultation with the Contractor, the Agency may modify the Clinical Performance Standards set forth herein from time to time during the term of this Agreement, provided that such modifications do not result in the need for additional ambulances or unit hours of 100% or more beyond those in place on the Commencement Date. The Parties further agree that this is a necessity as clinical research, evidence and standards of care evolve. The Parties also agree and acknowledge that such future modifications do not have to be made through amendments to this Agreement but may be implemented by the Agency through Agency Policies and Procedures after consultation with the Contractor.

1. The Contractor shall be responsible for complying with the Clinical Performance Standards as specified in this Section for all Emergency Ground Ambulance Services.

B. Clinical Performance Standards Measurement

1. The measurement period for Clinical Performance Standards shall be quarterly.

2. If the minimum number of applicable encounters identified in Exhibit C has not been met, the measurement period shall constitute the next regular measurement period interval after the minimum number of applicable encounters are met.

C. Clinical Performance Standards Calculations

1. Starting with the date that is ninety(90) days after the Commencement Date of this Agreement, the Contractor shall achieve Clinical Performance Standards compliance identified in Exhibit C for the term of this Agreement.

D. Applicable Calls

1. Clinical Performance Standards shall apply to all emergency ground ambulance Services.

E. Clinical Performance Standards Compliance

1. Upon determination by the Agency that the Contractor has failed to meet Clinical Performance Standards compliance for a quarter, liquidated damages will be assessed as set forth in Exhibit C.

2. For each Clinical Performance Standards period in which the Contractor fails to meet the requirements, liquidated damages will automatically be assessed to the Contractor.

3. The Contractor agrees to pay liquidated damages, measured separately for each Clinical Performance Standard for any Clinical Performance Standards period when Clinical Performance Standards compliance is not met.

4. For each quarter in which any of the requirements in this Section is not met, the Contractor shall meet with the Contract Administrator or their designee to develop a strategy and corrective action plan to address the Clinical Performance Standards compliance problem.

F. Clinical Performance Standards Exemptions

1. In some cases, failure to meet Clinical Performance Standards will be excused from financial liquidated damages. Exemption requests shall be for good cause only, as determined by the Contract Administration or their designee. The burden of proof that there is good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the failure to meet the Clinical Performance Standards. Notwithstanding, the Contractor

shall not be responsible for Clinical Performance Standards related to the acts or omissions of third parties and there shall be an automatic exemption for the acts or omissions of third-parties. The Agency shall have the sole and exclusive authority, in its reasonable discretion, to determine third-party responsibility pursuant to this section.

2. The Contractor shall submit exemption requests to the Contract Administrator or their designee with the submission of the quarterly clinical performance standards report required in Exhibit D Any exception request submitted past this required timeframe will be automatically denied.

3. The Contract Administrator or their designee shall review each exemption request individually and determine whether to accept or reject each Clinical Performance Standards exemption request submitted by the Contractor. The decision of the Contract Administrator or their designee to accept or reject any or all Clinical Performance Standards exemption requests shall be final. The decision of the Contract Administrator or their designee shall use a reasonable person standard and shall not be unreasonably withhold, condition, or deny an exemption request.

3.4 Significant Occurrences

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

1. Exhibit C, Table 2 identifies specific, objective, and readily identifiable events (Significant Occurrences) that the Agency has determined should never occur in the Contractor's performance of Services under this Agreement.

2. The occurrence of a Significant Occurrence is reportable to the Agency within 24 hours, including weekends and holidays. Note that failure to report a Significant Occurrence in the required time and manner is itself a Significant Occurrence.

3. The measurement period for Significant Occurrences shall be continuous and daily.

4. For each Significant Occurrence that occurs, liquidated damages will be assessed as outlined in Exhibit C of this Agreement.

5. For each Significant Occurrence, liquidated damages will automatically be assessed to the Contractor.

6. The Contractor agrees to pay liquidated damages, measured separately for each Significant Occurrence (Exhibit C).

7. For each Significant Occurrence that occurs, the Contractor shall meet with the Contract Administrator or their designee to develop a strategy and corrective action plan to address the Significant Occurrence.

3.5 Dispatch and Communications Requirements

A. The Contractor shall participate in creating/maintaining interoperability links with 911 dispatch centers in Placer County as is reasonable/appropriate.

B. The Contractor shall maintain an Agency-authorized EMS dispatch center to provide dispatch services for emergency and non-emergency ground ambulance requests on a twenty-four (24) hour per day, seven days a week, during the term of this Agreement.

C. The Contractor shall ensure that all requests for non-emergency and interfacility transports are processed through an EMD dispatch center that meets the requirements of Agency policies.

D. The Contractor shall establish policies that ensure that upon receipt of a private request for emergency ambulance services, pertinent information, including callback number, location, and nature of the incident, is ascertained and transferred to the applicable 911 public safety dispatch center.

E. The Contractor shall ensure that the agency-authorized emergency ambulance, which is available and geographically closest and has the shortest ETA to the scene, is dispatched to any Code 2 or Code 3 emergency request.

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

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

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

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

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

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

3.6 System Status Plan Compliance

A. The Contractor shall establish and maintain a system status plan compliance program, including a system to identify response time performance problems in order to identify underlying causes and to mitigate them. The posting plan, ambulance schedules, and the number of hours deployed shall be reviewed and adjusted as needed.

B. The Contractor agrees to abide by the current version of the system status plan on file with the Agency and shall provide the Agency with any adjustments as promptly as practicable.

C. The system status plan shall respect the integrity of the Contractor's EOA boundaries and shall not be designed or implemented in a way that jeopardizes the continuation of the EOA.

D. No provider shall be permitted to post in another provider's EOA or Non-EOA designated emergency ambulance response zone(s) unless requested to do so by the applicable provider's EMS dispatch center or Agency representative.

3.7 EMS Aircraft Services

A. Nothing in this Agreement shall prohibit EMS aircraft providers from operating in the County of Placer, including within the EOA, for the purpose of providing EMS aircraft transportation services.

B. The Contractor shall comply with Agency policies and procedures regarding the use of EMS aircraft services.

3.8 Standbys

A. When requested by a public safety agency, the Contractor shall furnish standby coverage at emergency incidents at the request of the on-scene Incident Commander (IC), if in the opinion of the IC, the situation poses significant potential danger to the personnel of the requesting agency or to the general public.

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

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

3.9 Special Events

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

3.10 Outside Work

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

3.11 Equipment and Supplies

A. Ambulances

1. All ambulance vehicles shall, at a minimum, meet all standards of the California Code of Regulations, Title 13.
2. Primary ambulances shall not be kept in service, except to be used as reserve ambulances, when the vehicle mileage exceeds two hundred fifty thousand (250,000) miles without the approval of the Agency. Reserve ambulances must be replaced when the odometer reads three hundred thousand (300,000) miles.
3. The Contractor shall maintain, and provide to the Contract Administrator, a complete listing of all ambulances (including reserve ambulances) to be used in the performance of the Agreement, including their license and vehicle identification numbers, and the name and address of the lien holder, if any.

B. Vehicle Maintenance Program

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

C. Ambulance Equipment and Supplies

1. The Contractor shall be responsible for providing all required durable and expendable medical supplies and equipment.
2. Each ambulance shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, State, and Agency policy requirements.
3. Equipment and supplies shall be maintained in clean, sanitary, and safe mechanical conditions at all times.
4. The Contractor shall maintain, within the EOA, a surplus of all required supplies sufficient to sustain operations for a minimum of five (5) days.
5. The Contractor shall have controlled substance policies and procedures, consistent with Drug Enforcement Administration (DEA) and California Code of Regulations, Title 22, Chapter 3.3 requirements governing the storage, inventory, accountability, restocking, disposal of expired medications and procurement of controlled drugs and substances permitted by the Agency to be carried and utilized in the provisions of ALS by paramedics. Any incident of non-compliance with controlled substance policies and procedures shall be reported immediately to the Contract Administrator.
6. The Contractor shall maintain a record of the preventative maintenance, repairs and strategic replacement of medical equipment, as appropriate and required by Agency policies, and shall make such records available to the Agency upon request.

D. Inspections

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

specified. The agency agrees to place any unit that has been removed from service back in service immediately following the documented correction of the defined deficiency.

3.12 Disaster Preparedness

A. Disaster Plan

1. The Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations or declared disaster situations. This plan shall include the ability of the Contractor to page and alert off-duty personnel.

2. The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi- casualty response system.

B. Mutual Aid

1. To the extent that the Contractor has units available, but consistent with its primary responsibility to provide emergency ambulance services in the EOA, the Contractor, shall render "mutual aid" to those providers of emergency medical services operating within adjacent areas of the Agency's jurisdictional regions to ensure that timely emergency medical services are rendered to persons in need of such services within those areas.

C. Disaster Planning

1. The Contractor shall actively participate with Agency and Placer County in disaster planning.

2. The Contractor shall designate a representative who shall regularly attend meetings and shall be the liaison for disaster activities with Agency and with other agencies.

D. Disaster Response

1. At the scene of a Multi-Casualty Incident (MCI), the Contractor's personnel shall perform as part of the Incident Command System (ICS) structure and in accordance with the Standardized Emergency Management System (SEMS) in accordance with Agency policies and procedures.

2. Disaster shall mean war, civil unrest, natural disaster, wildfire, flood, labor dispute, acts or regulations of public authorities, declarations of emergency by public authorities, disease epidemic, pandemic, national or global health crisis, hurricane, tornado, earthquake, acts of terrorism or other manmade disaster. If a disaster occurs, the Agency Medical Director or their designee will suspend normal operations unless such suspension would not be in the best interests of the Agency and/or Placer County. After any such suspension, the Contractor shall respond in accordance with the disaster plan/policies. The

following provisions may apply, as determined by the Contract Administrator, during and after a disaster:

i. During such periods, the Contractor may be released, at the discretion of the Contract Administrator, from response time performance requirements for all responses, including response time liquidated damages.

ii. At the scene of such disasters, Contractor personnel shall perform in accordance with the Agency's disaster plan/policies.

iii. When disaster response has been terminated, the Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations, and shall keep the Contract Administrator informed of factors that limit the Contractor's ability to resume normal operations.

iv. During the course of a disaster, Contractor shall use its best efforts to maintain emergency service and shall suspend or ration non-emergency transport work as necessary.

3.13 System Committee Participation

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

3.14 Community Education/Prevention

A. The Contractor shall offer a variety of public education programs within Placer County.

B. The Contractor shall work collaboratively with the Agency, the County of Placer, other healthcare organizations, and other public safety and EMS related groups to plan and provide public education programs.

C. As part of the quarterly clinical reports required in Exhibit D, the Contractor shall provide the Agency information outlining all community education activities for the preceding quarter.

3.15 EMS Training Programs

A. The Contractor shall participate in training programs with fire departments/districts and other first responder organizations within Placer County. These may include, but not be limited to, joint training exercises, providing of instructors/evaluators for training courses and first responder testing, and similar activities.

B. The Contractor shall provide field internship opportunities for EMT, AEMT and paramedic students from agency-approved training programs.

C. The Contractor shall collaboratively work with system stakeholders to conduct a minimum of six (6) EMS classes per calendar year within the Contractor's EOA and make these classes available for all Placer County EMS system participants.

1. The Contractor shall ensure that all EMS classes are conducted by qualified instructors and that the content is relevant, up-to-date, and aligned with recognized EMS standards and guidelines.

2. EMS classes may focus on either of the following:

i. Run Review Sessions: Prehospital care focused education of recorded or written patient care records for the purpose of reviewing team performance during EMS responses, aimed at identifying areas for improvement and to ensure that Agency policies and protocols were effectively followed.

ii. Educational Sessions: Classes that address EMS trends, emerging technologies, or identified clinical deficiencies based on assessments, evaluations, or feedback from EMS personnel. These sessions must aim to enhance knowledge, skills, and competencies in line with best practices in EMS.

D. As part of the quarterly clinical reports required in Exhibit D, the Contractor shall provide the Agency information outlining all completed EMS classes, including attendance records and topics covered.

SECTION 4: PERSONNEL

4.1 Clinical and Staffing Standards

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

B. The Contractor shall provide the Agency with the Contractor's current personnel policy and procedure manual(s) upon request which shall address, at a minimum, staffing and shift scheduling, avoidance of crew fatigue, crew quarters, conduct at a scene, conduct in relation to first responder personnel, conduct during patient care management, contact with base hospital(s), use of safety apparel, appearance, identification, driver training and company orientation.

C. The Contractor's ALS ambulances shall be staffed, at a minimum, with one California licensed and Agency accredited paramedic in good standing and one California certified EMT in good standing. BLS ambulances used for 911 emergency responses when permitted by the Agency shall be staffed, at a minimum, with two California certified EMTs.

1. The Contractor shall have a policy that prohibits the Contractor's employees from performing any services as contemplated herein while under the influence of any alcoholic beverage, illegal drug, or narcotic. In addition, said policy shall prohibit the Contractor's employees from performing such services under the influence of any other substances, including prescription or non-prescription medications, which impairs their physical or mental performance.

2. The Contractor shall maintain a current list of EMS personnel including their addresses, phone numbers, qualifications, certificates, and licenses with expiration dates and provide it to the Agency upon request.

3. The Contractor shall ensure that all EMS personnel wear appropriate uniform attire and comply with the Contractor's standards for grooming.

4. The Contractor shall have in place policies which require that EMS personnel follow all Agency policies, procedures and protocols.

5. The Contractor shall require that patient care records be completed by the Contractor's EMS personnel per Agency policies.

6. The Contractor shall require that all EMS personnel successfully complete all required courses in compliance with Agency policies.

7. The Contractor's EMS personnel may be required to obtain any other specialized training mutually agreed upon by the Contractor and Agency.

8. The Contractor may dispatch BLS ambulances in accordance with the Agency Medical Director's approved MPDS determinants.

    i. The Agency shall take all reasonable steps within ninety (90) days of the Commencement Date to approve MPDS determinants related to the dispatching of BLS ambulances; however, Contractor recognizes that such implementation is also subject to applicable PSAP policies and practices.

D. Management and Supervision:

1. The Contractor shall designate a full-time EMS Operations Manager responsible for ensuring the safe, effective, and compliant delivery of EMS operations within the EOA. The Operations Manager shall serve as the key leader for daily field performance, coordination with

external partners, and the implementation of policies and procedures. This position is critical to maintaining accountability, clinical excellence, and operational readiness.

2. The Contractor shall provide EMS supervisor personnel for the duration of this Agreement as follows:

    i. One (1) California licensed and Agency accredited Paramedic Field Supervisor on a twenty-four (24) hour per day, seven days a week basis.
    ii. One (1) California licensed and Agency accredited Paramedic or California certified EMT Field Supervisor on a twelve (12) hour per day, seven days a week basis (scheduled hours to be determined by the Contractor based on operational needs).
    iii. One (1) California licensed and Agency accredited Paramedic Administrative Supervisor Monday through Friday during peak demand times.

3. The Contractor's EMS supervisors shall serve as on-duty operational leaders responsible for maintaining EMS system readiness, unit availability, and real-time response coordination. The Contractor's EMS supervisors shall exercise the authority necessary to ensure timely response to emergency incidents and uninterrupted delivery of EMS services. The Contractor's Paramedic Field Supervisor personnel shall not be regularly tasked or assigned to perform administrative duties except for addressing unforeseen immediate staffing needs, when the Contractor's other EMS supervisors are not on duty. In addition to responding to the needs of the Contractor's personnel, Contractor's EMS supervisors shall immediately respond to any request by the Agency or public safety personnel within the EOA and shall be authorized to act on behalf of the Contractor. EMS supervisor duties shall include, but are not limited to, the following:

    i. Operational Oversight

        a. Actively monitor EMS system status, response times, and field unit availability through dispatch communications and field observation.
        b. Intervene in real time to mitigate delays in hospital offload, scene time, or other operational inefficiencies.
        c. Issue directives to field crews to expedite hospital clearance or return to service when patient care is complete and the system status requires it.

d. Reassign units, adjust deployment locations, or request additional resources in coordination with dispatch to preserve adequate geographic coverage.

ii. System Performance Management

a. Ensure adherence to performance standards, including but not limited to:
    i. Response time compliance.
    ii. Hospital turnaround time thresholds.
    iii. Unit distribution and coverage metrics.
b. Conduct proactive field inspections to verify ambulance and equipment readiness.
c. Collaborate with dispatch personnel to maintain situational awareness and facilitate timely responses to incoming calls.

iii. Supervisory Authority and Escalation

a. Exercise supervisory authority to direct crews, reallocate resources, or escalate to EMS command in the event of system strain, critical incidents, or resource shortages.

iv. Personnel Support and Field Presence

a. Serve as the immediate field contact for on-duty EMS crews, providing leadership, logistical support, and operational guidance.
b. Liaise regularly with hospital staff, dispatch centers, mutual aid agencies, and EMS leadership within the service area.
c. Respond to high-priority incidents or complex scenes to provide coordination, resource management, or command-level decision-making.
d. Maintain a visible and accessible presence in the field during assigned duty periods.

v. Documentation and Reporting

a. Maintain a reporting system to track supervisory actions, operational issues, delays, unit movements, and system performance metrics.

vi. Readiness and Equipment

a. Ensure the Supervisor's assigned vehicle is equipped, maintained, and operational for immediate field deployment.
b. Be available during scheduled duty hours to respond to operational needs, system strain, or special events.

E. The Contractor shall ensure that EMS personnel are oriented adequately before being assigned to respond to emergency medical requests. The orientation 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 and maintenance, in addition to the Contractor's policies and procedures. The Contractor shall be responsible for ensuring that this standard is met.

1. The Contractor shall implement a program, to train EMT personnel to assist paramedics in the provision of ALS patient care and to function independently on a BLS emergency ambulance when applicable.
2. The Contractor shall maintain an on-going emergency vehicle operations course for ambulance personnel.
3. The Contractor shall provide training in diversity awareness, conflict resolution, and assaultive behavior management.
4. The Contractor shall provide patient care documentation education during initial orientation and as needed thereafter.
5. The Contractor shall be responsible for providing the pre-accreditation field evaluation phase of the Agency paramedic accreditation process for its ambulance personnel.
6. The Contractor shall notify the Contract Administrator in writing of any changes made to the new employee orientation program.

F. The Contractor shall ensure that paramedic personnel are proficient in the Agency's ALS scope of practice prior to performing these skills on patients in the field setting. The Contractor shall be responsible for ensuring that paramedics assigned to ALS ambulances comply with Agency policies on maintenance of skill competency.

G. The Contractor shall ensure that all ambulance personnel/supervisory staff are trained and prepared to assume their respective roles and responsibilities as

defined in Agency policies, protocols and the Regional Multi-Casualty Medical Incident (MCI) Plan.

4.2 Compensation/Working Conditions for Ambulance Personnel

A. Work Schedules and Conditions

1. The Contractor shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for ambulance personnel.
2. The Contractor shall ensure that ambulance personnel working extended shifts, other jobs, and/or voluntary or mandatory overtime are not fatigued to an extent that might impair their judgment or motor skills. The Contractor shall not knowingly schedule any ambulance personnel to work less than eight (8) hours after completing a previous shift or assignment, or a shift or assignment at an outside employer.
3. The Contractor shall establish a fatigue policy, approved by the Agency, which shall include the prohibition of the Contractor's ambulance personnel sleeping on duty while at post or while participating in the system status plan unless specifically authorized by the Contractor.
4. The Contractor agrees to maintain a crew quarters at any location where ambulance crews and student/trainees are normally scheduled to work shifts exceeding twelve (12) hours.
5. Ambulance crew quarters, at locations where ambulance crews are normally scheduled to work shifts exceeding twelve (12) hours, shall include shower, toilet, kitchen, day room, sleeping facilities and shall be maintained in a safe and clean condition.
6. The Contractor shall make available appropriate lactation accommodations for employees as required by California law.
7. The Contractor shall make available to all personnel all notices and bulletins from the Agency directed to field personnel. In addition, the Contractor agrees to ensure that all current Agency policies, procedures and protocols are readily accessible to all personnel.

B. Compensation/Fringe Benefits

1. The Agency expects the Contractor to provide reasonable compensation and benefits in order to attract and retain experienced and highly qualified personnel.
2. The Agency encourages the Contractor to establish creative programs that result in successful recruitment and retention of personnel.

3. The Contractor shall demonstrate, initially and throughout the term of the Agreement, that the compensation program provides the incentive to attract and retain skilled and motivated employees.

4.3 Safety and Infection Control

A. The Contractor shall provide personnel with training, equipment, and immunizations necessary to ensure protection from illness or injury when responding to an emergency medical request. Such equipment shall be consistent with Cal/OSHA requirements.

B. The Contractor shall notify the Agency within five (5) business days of any Cal/OSHA (Division of Occupational Safety and Health) major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress or being brought against Contractor's Placer County operations.

C. The Contractor shall, upon request, furnish documentation satisfactory to Placer County's Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.

D. The Contractor shall have a Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All Contractor prehospital personnel shall be trained in prevention and universal precautions.

SECTION 5: QUALITY/PERFORMANCE

5.1 Continuous Quality Improvement Program

A. The Contractor shall establish a comprehensive emergency medical services system quality improvement (QI) program meeting the requirements of 22 C.C.R. Division 9, Chapter 10 (Data and Quality Assurance) and related guidelines and approved by the Agency.

1. The program shall be designed to interface with the Agency's quality improvement program, including participation in system related quality improvement activities. The program shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The program shall adhere to Agency Quality Improvement Program Policy. Contractor shall designate a Paramedic or Registered Nurse approved by the Agency to function as a Liaison between the Contractor and the Agency to perform internal quality assurance per Agency Policies Procedures and Protocols, assist in the investigation of unusual occurrences as identified by the Agency, and attend scheduled Liaison meetings as required by the Agency.

2. In addition, the Contractor shall:

    i. Review its QI program a minimum of annually for appropriateness to the Contractor's operation and revise as needed;

    ii. Participate in the Agency's QI programs;

    iii. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with the Contractor's Medical Director and the Agency's Medical Director or their designee;

    iv. The Contractor shall submit an annual update on the Contractor's QI program as required by Agency policy.

        a. The Contractor agrees to pay liquidated damages (Exhibit B) for failure to submit quality assurance data/reports, within the required timelines.

        b. The Contractor may appeal, to the Agency, the assessment of liquidated damages for failure to meet these requirements. The burden of proof to waive the liquidated damages shall rest with the Contractor.

B. The Contractor shall employ or enter into a contract with a Medical Director (0.3 FTE or greater) who shall be a board-certified emergency physician in the State of California. The Contractor's Medical Director plays a vital role in shaping the clinical practices of the Contractor, ensuring high standards of patient care, and promoting the professional development of Contractor's EMS personnel. The duties of the Contractor's Medical Director shall include, but not be limited to, the following:

    1. Clinical Oversight: Provide clinical leadership and oversight, ensuring that Contractor's EMS personnel adhere to Agency policies/protocols and EMS standards of care.

    2. Training and Education: Oversight of the training and continuing education of Contractor's EMS personnel.

    3. Quality Assurance and Improvement: Oversight of quality assurance and quality improvement programs to evaluate the effectiveness of care provided by Contractor's EMS personnel, including run reviews and performance assessments.

    4. Medical Advisory: Serve as a resource for EMS personnel, providing medical guidance and addressing clinical questions or concerns.

5. Clinical Investigations: Work collaboratively with Contractor's internal clinical and risk management personnel or external investigators to provide guidance and support through the clinical investigation process.
6. Data Analysis: In coordination with the Contractor's clinical personnel, analyze clinical data to identify trends and assess performance.
7. Healthcare Facilities Collaboration: Act as a liaison with hospitals, specialty care centers, and other healthcare providers as needed to ensure quality of clinical care.
8. Statutory/Regulatory Compliance: Ensure that the Contractor complies with all relevant local, state, and federal EMS statutes/regulations.
9. Advocacy: Represent the Contractor in discussions with local government, healthcare organizations, and other stakeholders as needed to assure/improve emergency medical services.

C. The Contractor shall employ a full-time Clinical and Education Services (CES) Manager. The Contractor agrees that the appointment of Contractor's CES Manager requires the continued approval of the Agency.

1. CES Manager Minimum Qualifications:

i. Licensure/Certification:

a. Current licensure in California as a Paramedic, Registered Nurse, or Physician Assistant.

b. Instructor certification in BLS, ACLS, and PALS (or equivalents) required.

c. Additional instructor credentials (e.g., ITLS, PEPP, EMS educator certification) preferred.

ii. Experience:

a. Minimum of five (5) years of EMS or clinical experience, including at least two (2) years in a supervisory, educational, or clinical leadership role.

b. Demonstrated experience in PCR review, clinical training development, and conducting or supporting clinical investigations.

iii. Education:

a. Associate's, Bachelor's, or higher degree preferred.

b. Formal training in adult education or instructional design desirable.

iv. Knowledge, Skills, and Abilities:

a. Strong knowledge of EMS systems, scope of practice, and clinical protocols.

b. Expertise in adult learning principles, education program design, and clinical documentation standards.

c. Ability to conduct objective clinical investigations, synthesize findings, and present results professionally.

d. Proficiency with EMS documentation systems, data analysis tools, and learning management platforms.

2. CES Manager Essential Duties and Responsibilities:

i. Develop and Manage Clinical Education Programs

a. Design, implement, and evaluate education and training programs, including continuing education, skills refreshers, protocol updates, new employee orientation, and specialty certifications.

ii. Oversight of PCR Review and Data-Driven Education

a. Supervise the review of Patient Care Reports (PCRs) for accuracy, Agency policy/protocol compliance, documentation quality, and clinical performance.

b. Identify clinical deficiencies, deviations, and system trends, and develop targeted education and remediation strategies based on findings.

c. Collaborate with internal and external Quality Improvement system participants to ensure alignment with system-wide improvement goals.

iii. Clinical Investigations

a. Serve as the primary lead for clinical investigations involving concerns related to patient care, protocol violations, or clinical performance issues.

b. Coordinate case reviews, gather documentation, conduct interviews, and prepare reports with recommended actions.

c. Consult with the Contractor Medical Director, work closely with Agency leadership and provider organizations to implement remediation, counseling, or disciplinary actions when necessary.

iv. Instructor and Training Oversight

a. Supervise and evaluate instructors and field training officers to maintain quality and consistency in training delivery.

b. Develop and mentor instructional staff and preceptors to support ongoing professional development.

v. Coordination of Training Activities

a. Schedule and organize training programs for EMS personnel across agencies and disciplines.

b. Ensure adequate instructional resources, facilities, and materials are available to support training needs.

vi. Regulatory Compliance and Documentation

a. Ensure all training programs meet California EMS Authority requirements, local EMS agency policies, and applicable national guidelines.

b. Maintain detailed records of educational activities, certifications, training logs, and participant performance.

vii. Interagency Collaboration and Representation

a. Act as a clinical education liaison with the Agency and other EMS system participants within Contractor's EOA.

b. Represent the Contractor at local, regional, or state EMS committees and working groups, as appropriate.

viii. Innovation and Continuous Improvement

a. Incorporate current research, simulation, and adult learning strategies into clinical education practices.

b. Continuously evaluate and refine education methods and content to improve engagement and learning outcomes.

D. The Contractor shall employ a full-time CES Specialist. The Contractor's CES Specialist shall assist in planning and conducting clinical quality assurance/improvement activities under the direction of the Contractor's CES Manager.

5.2 Inquiries and Complaints

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

5.3 Unusual Occurrences and Complaints

A. The Contractor shall complete incident or unusual occurrence reports in accordance with Agency policies.

SECTION 6: DATA AND REPORTING

6.1 Data System Hardware and Software

A. The Contractor shall continually comply with the Agency's EMS Documentation Policy.

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

C. Failure to provide data, information, or records in compliance with the requirements listed in this section of the agreement will result in a liquidated damages payable by the Contractor to the Agency as outlined in Exhibit B. Nothing herein shall be construed to require the Contractor to violate any applicable state or federal law governing patient confidentiality, and, in the event of any conflict between this Agreement and any such law, applicable law shall control.

6.2 Use and Reporting Responsibilities

A. The Contractor shall provide computer-aided dispatch (CAD) data to the Agency, in an electronic format acceptable to the Agency or the Agency's designee on a monthly basis. CAD data shall include, as a minimum, records for all emergency ambulance requests received at the Contractor's dispatch center.

B. The EMS data system shall be used for documentation of patient medical records, continuous quality improvement, and reporting aggregate data as required by the Agency. The EMS data system shall contain all EMS responses and patient records. These patient records shall contain a unique identifier for each patient (e.g., PCR number), automated dispatch system information for the response, prehospital personnel for the response, patient name, address, payer source, patient history and physical findings, treatment rendered, and disposition. The

Contractor shall comply with the requirements for the PCR as identified in Agency policy.

C. Contractor shall use an EMS data system approved by the Agency with respect to data structures, code sets (i.e. pick list values), and data export capabilities.

6.3 Other Reporting Responsibilities

A. The Contractor shall maintain current records related to EMT and Paramedic accreditation, certification, and continuing education.

1. Upon request, the Contractor shall provide the Agency with a list of EMTs currently employed by the Contractor. Information shall include, but not be limited to, name and EMT certification number.

2. Upon request, the Contractor shall provide the Agency with a list of Paramedics currently employed by the Contractor. Information shall include, but not be limited to, name and Paramedic license number.

B. The Contractor shall complete, maintain, and provide to the Agency the reports listed in Exhibit D.

6.4 First Watch Online Compliance Utility (OCU)

A. The Contractor will supply all requested data to First Watch OCU as directed by the Agency. The Contractor agrees to reimburse the Agency for any First Watch OCU program costs. The current estimated cost of the First Watch OCU is a start-up cost of fifty-two thousand, three hundred fifty dollars ($52,350.00) and a year 2 cost of eight thousand, six hundred and sixty-two dollars and fifty cents ($8,662.50). The Agency warrants and represents that the payments made by the Contractor to the Agency shall be less than or equal to the Agency's actual costs to provide those Agency Services.

6.5 Audits and Inspections

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

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

C. Agency representatives may, at any time, and without notification, directly observe and inspect the Contractor's operation, ride as "third person" on any of the Contractor's ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with the Contractor's employees in the performance of their duties, and shall, at all times, be respectful of the Contractor's employer/employee relationship.

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

E. Annual Financial Review – Contractor shall complete financial records in an auditable form and content according to Generally Accepted Accounting Principles. Financial records shall include all costs, expenses, expenditures, revenues, accounts receivable, and billings pertinent to performance of this Agreement and shall be provided to the Agency. The Agency shall protect the financial records and any information taken there from as confidential and shall not disclose such records or information except as required by law.

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

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

6.6 Health Insurance Portability and Accountability Act of 1996

A. The Contractor shall protect patient privacy and confidentiality protected in compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable laws related to privacy. Employees shall not disclose patient medical information to any person not providing medical care to the patient or otherwise as prohibited by HIPAA.

SECTION 7: RELATIONSHIPS AND ACCOUNTABILITY

7.1 Relationships and Accountability

A. First Responder Relationships

1. The Contractor shall restock disposable medical supplies (excluding controlled substances), if such supplies are normally carried on

Contractor's ambulances, on a one-for-one basis for actual patient utilizations on calls by first responder agencies within the Contractor's EOA.

2. As is reasonable, the Contractor shall exchange any dated EMS cache which is approaching six (6) months expiration date with the fire department.

3. To the extent permitted by pre-existing contract relationships and as may be permitted by laws, the Contractor may make medical equipment and supplies purchasing opportunities available to Placer County fire departments/districts to allow for more competitive pricing.

4. The Contractor shall ensure that its personnel work professionally and collaboratively with the fire first responders in the transition of patient care at the scene.

5. The Agency has established a Placer County EMS Improvement Fund (Fund) to improve prehospital EMS and patient care. Contractor shall reserve thirty-seven thousand, five hundred dollars ($37,500) on its books for utilization by the Fund on a quarterly basis, by the 45th day of the end of each calendar quarter, for a total annual contribution of one hundred and fifty thousand dollars ($150,000) per year. The Fund shall be administered by the Agency for the purposes of improving patient clinical care through Placer County EMS System Improvements within Contractor's EOA. The Agency shall not utilize any of the Fund for Agency expenses. Expenditures from the Fund shall be requested from the Contractor by the Agency with input from the Placer County Ambulance Advisory Committee for the benefit of Contractor, patients and/or the emergency medical services system of Placer County. The Contractor shall remit any requested expenditures from the Fund within fifteen (15) calendar days of the Agency's request. The Contractor further agrees that the total Fund, in the amount of three hundred thousand ($300,000), shall be fully expended no later than the expiration date of this Agreement. The Agency shall keep detailed records on expenditures and provide said records to the Contractor or other Placer County EMS system participants within the Contractor's EOA upon request.

B. Subcontracts

1. The Contractor is responsible for the comprehensive services necessary for medical emergency response and transport. To the extent supportive services are desired from others such as fire entities in order to provide medical response and transport, written subcontracts must be entered into advance and requires prior approval of the Agency Contract Administrator,

which consent shall not be unreasonably withheld, conditioned, or delayed.

2. The Contractor shall provide clear evidence that the scope of service designed for the Subcontractor(s) will enhance system performance capability and provide a cost savings for the EMS System.
3. If the subcontract(s) and associated scope of service is approved, the Contractor shall be accountable for the performance of the Subcontractor(s).
4. The inability or failure of any Subcontractor to perform any duty or deliver contracted performance will not excuse the primary Contractor from any responsibility under this Agreement.
5. The Contractor shall designate a management liaison to work with the Agency in monitoring compliance of Subcontractors with contractual and system standards.

7.2 General Subcontracting Provisions

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

B. The Contractor has legal responsibility for performance of all Agreement terms including those subcontracted.

C. Nothing in the Agreement, or in any Subcontract, shall preclude the Agency from monitoring the EMS activity of any Subcontractor.

D. There shall be a section in each subcontract requiring prior approval from the Agency before any subcontract may be modified.

E. The Contractor shall assure that the Subcontractors cooperate fully with the Agency.

F. In the event discrepancies or disputes arise between this Agreement and the subcontracts, the terms of this Agreement shall prevail in all cases.

7.3 Performance Criteria

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

B. The Contractor is responsible for subcontractor's performance for the services provided under this Agreement and shall pay liquidated damages for late response times according to the terms of this Agreement as described in Exhibit B.

C. Subcontracts shall provide that paramedic and EMT first responders shall work cooperatively and supportively in the provision of care by the Contractor on-

scene, and shall, if requested by Contractor personnel, assist in providing care enroute to the receiving facility.

SECTION 8: ADMINISTRATIVE REQUIREMENTS

8.1 Performance Security

A. The Contractor must obtain and maintain in full force and effect, throughout the term of the Agreement, performance security in the amount of five million dollars ($5,000,000) in one of the following forms:

1. A performance bond issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the Agency. In addition, such performance bond shall:

    i. Be payable to Sierra-Sacramento Valley EMS Agency;

    ii. Be for a term of at least two (2) years, and any extension(s) of the term of such bond shall be for terms of at least one (1) year each;

        a. Secure the full and faithful performance of all of Contractor's obligations under the Agreement; and

        b. Specifically recite and accept the Agreement's requirements that the bonding company shall immediately release performance security funds to the Agency upon the Agency's presentation of documentary evidence that the Sierra-Sacramento Valley JPA Governing Board of Directors made the determination that the Contractor is in Material Breach pursuant to provisions set forth in section 10.2, and the Contractor's Material Breach is due to Contractor's voluntarily ceasing to provide Emergency Ground Ambulance Services as required by this Agreement, and Contractor fails to cooperate fully with Agency to affect an immediate takeover by Agency of Contractor's equipment as required in Section 10.4.

2. An irrevocable standby letter of credit issued pursuant to this Section. Such irrevocable standby letter of credit, including the bank issuing the letter of credit, shall be acceptable in form and content to the Agency. In addition, such irrevocable standby letter of credit shall:

    i. Be payable to the Sierra-Sacramento Valley EMS Agency;

ii. Be issued by a bank doing business in California;

iii. Be for a term of at least two (2) years, and any extension(s) of the term of such letter of credit shall be for terms of at least one (1) year each;

a. Specifically recite and accept the Agreement's requirements that the bank shall immediately release performance security funds to the Agency upon the Agency's presentation of documentary evidence that the JPA Governing Board of Directors made the determination that Contractor is in Material Breach pursuant to provisions set forth in section 10.2, and the Contractor's Material Breach is due to Contractor's voluntarily ceasing to provide Emergency Ground Ambulance Services as required by this Agreement, and Contractor fails to cooperate fully with Agency to affect an immediate takeover by Agency of Contractor's equipment as required in Section 10.4; and

b. There shall be no reimbursement from the Agency for services provided pursuant to this Agreement except as provided pursuant to separate agreements.

3. The following shall be the conditions present before the Agency may draw on the performance security: (i) the Agency declares Contractor in Material Breach; (ii) the Contractor fails to cure the Material Breach within thirty (30) days; and (iii) the Agency provides notice of termination, and the Agreement terminates.

8.2 Insurance

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

B. Insurance and Indemnification

1. Without limiting the County of Placer or the Agency's right to obtain indemnification from the Contractor or any third parties, subject to the Contractor's right to seek subrogation for indemnification paid to the County of Placer and Agency under the Agreement and to the extent such indemnification is paid pursuant to this paragraph, the Contractor, at its/their sole expense, shall maintain or cause to be maintained in full force and effect the following insurance throughout the term of the Agreement:

i. For the Contractor's local operation in Placer County - combined public liability, general liability, bodily injury and property damage liability insurance in amount of not less than five million dollars ($5,000,000) in coverage for each occurrence;

ii. Medical liability insurance and automobile liability insurance, in an amount of not less than one million dollars ($1,000,000) in coverage for any injury or death arising out of each claim, and each of said insurance coverage shall have an annual aggregate limitation of not less than two million dollars ($2,000,000).

iii. Worker's compensation insurance providing full statutory coverage, in accordance with the California Labor Code, for any and all of the Contractor's personnel who will be assigned to the performance of the Agreement by the Contractor in accordance with the California Labor Code.

2. Such insurance policies shall name the County of Placer, its officers, agents, and employees, and the Agency, its officers, agents and employees, as an additional insured (except for worker's compensation insurance). Such coverage for said additional insured shall be primary insurance and any other insurance, or self-insurance, maintained by the County of Placer, its officer, agents, and employees, the Agency, its officers, agents and employees, shall be secondary and excess only and not contributing with insurance provided under the Contractor's policies herein. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar day's written notice given to the Agency and the County Risk Management Division by the Contractor. For Workers' Compensation Insurance, the insurance carrier shall agree to waive all rights of subrogation against the Agency, the County, and their respective officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

3. The Contractor shall provide certificates of insurance on the foregoing policies as required herein to the Agency annually, which state or show that such insurance coverage has been obtained and is in full force and effect.

4. The Contractor shall exonerate, indemnify, defend, and hold harmless Agency or Placer County from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, result from any negligent or wrongful act or omission of Contractor or its agents, officers, or employees in connection with the performance of this Agreement.

5. The Contractor shall save and hold harmless Agency and the County of Placer and their officers, employees and agents, from any and all liability for damages, including, but not limited to, monetary loss, judgments, orders of a court, and any other detriment or liability that may arise from any injury to a person or persons, and for damages to property, arising from or out of any negligent or wrongful act or omission of Contractor or its agents, officers, or employees in the performance of the Agreement.
6. The Contractor's obligation to defend, indemnify, and hold the Agency and the County of Placer, and their agents, officers, and employees harmless under the provisions of the paragraphs in this section is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.
7. The Agency agrees to defend, indemnify, save and hold harmless the Contractor and it's officers, employees and agents, from any and all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from, any negligent or wrongful act or omission of Agency or its agents, officers, or employees in connection with the performance of this Agreement by Agency or Agency's agents, officers, or employees.
8. The Agency, at its sole expense, shall maintain or cause to be maintained in full force and effect, general liability insurance in an amount of not less than one million dollars ($1,000,000) in coverage for each occurrence and an annual aggregate limitation of not less than two million dollars ($2,000,000). Agency shall provide Contractor, upon Contractor's request, a certificate of insurance stating that such insurance coverage has been obtained and is in full force and effect.

8.3 Business Office, Billing and Collection System

A. Local Office – The Contractor shall maintain a local business office within Placer County for billing assistance and other customer inquiries.

B. Telephone access – The Contractor shall provide a toll-free telephone number that allows patients to speak to a customer service representative at the Contractor's billing office.

C. Billing and collections system – The Contractor shall utilize a billing and collections system that is well-documented and easy to audit, which minimizes the effort required to obtain reimbursement from third-party sources for which they may be eligible, and is capable of electronically filing Medicare and Medi-Cal billing claims.

D. Agency and Contractor shall abide by all Federal and State non-discrimination laws regarding governmental agency contracts and sub-contracts.

SECTION 9: FISCAL REQUIREMENTS

9.1 General Provisions

A. As compensation for services, labor, equipment, supplies and materials furnished under this Agreement, Contractor shall collect revenues as permitted in this section.

B. All financial reports provided by the Contractor shall be in accordance with Generally Accepted Accounting Principles and be based on an accrual system.

C. Fiscal year for reporting purposes of this Agreement will be the Contractor's fiscal year.

D. The Contractor shall maintain copies of all financial statements, records and receipts that support and identify operations for a minimum of five (5) years from the end of the reporting period to which they pertain. The Contractor will provide the Agency or its designee access to all records for analytical purposes.

9.2 Billing and Collections

A. Rates – The Contractor shall adhere to the rates in Exhibit E, which may be adjusted periodically as set forth herein. In accordance with California law on rates and balance billing, i.e., AB 716, the Agency finds that regulating ambulance service fees is necessary to ensure the availability, sustainability, and adequacy of ambulance services in the County. The fees set forth in this Agreement are established and approved by the Agency exercising sound legislative judgment and shall be the only fees to be charged and collected in the County for Emergency Ground Ambulance Services provided under this Agreement. Except for those patients eligible for financial hardship consideration pursuant to the policy described by the Contractor, the rates set forth in this Agreement shall be the mandated rates for all transport services for the Contractor's services, and the Contractor shall charge and collect these fees. For the sake of clarity, the Agency may establish a separate fee schedule or schedules of rates for ambulance services not included in the EOA or that are furnished by non-EOA providers, such as BLS interfacility transports, critical care transports, etc.

B. Rate Increases.

1. The Agency will automatically approve annual increases to patient charges by an amount equal to the greater of:

   i. 5%, or,

   ii. The amount of the most recent Ambulance Inflation Factor (AIF), as published annually by the Centers for Medicare and Medicaid Services, plus 3%.

2. Rate Increase for Cause – The Contract Administrator may approve a rate increase for cause to the rates if determined to be reasonable for any of the following reasons:

    i. The Contractor demonstrates actual or reasonably projected, substantial financial hardship as a result of factors beyond its reasonable control; or

    ii. Changes in governmental third-party payor programs result in significant reduction in revenues for services rendered.

3. Rate Increase for Expendable Supplies – The Contract Administrator may approve charges for expendable supplies when said supplies are newly required by EMS protocols adopted during the term of this Agreement or when the Contract Administrator approves new items to be stocked on ambulances.

C. Medical Assistance Program and Correctional Health Services – The Contractor shall accept reimbursement at Medi-Cal rates for all transports of patients enrolled in the County's Medical Assistance Program (MAP). The Contractor shall accept reimbursement at Medi-Cal rates for all inmates and jail detainees for whom the County is financially responsible. For purposes of this provision, Medi-Cal rates shall mean and include any supplementary payments or add-ons that may be in effect from time to time, e.g., Medi-Cal quality assurance fee for emergency transports.

9.3 Liquidated Damages for Performance Deficiencies

A. The Contractor shall be liable for all liquidated damages provided in this Agreement (Exhibit B).

B. All liquidated damages generated for non-compliance issues will be assessed automatically to the Contractor by the Agency.

C. The Agency will make final liquidated damages determinations and invoice the Contractor. The Contractor shall pay the Agency according to the timelines listed in Exhibit B.

D. If the Contractor disputes the Agency's response time calculation, or the imposition of any other liquidated damages, the Contractor may appeal to the Agency in writing within ten (10) calendar days of receipt of notice of liquidated damages. The written appeal shall describe the problem and an explanation of the reasons why such liquidated damages should not be assessed. Agency staff shall review all appeals and shall issue a recommendation regarding the ruling as to the issues at hand and determination regarding the imposition, waiver, or suspension of liquidated damages in writing to the Agency Executive Director within fifteen (15) calendar days of receipt of such requests. The Agency's Executive Director shall make a determination of such review and issue a final decision to the

Contractor within thirty (30) calendar days. The decision of the Agency Executive Director regarding such matters shall be final.

SECTION 10: GENERAL AGREEMENT REQUIREMENTS

10.1 Terms of Agreement

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

1. Amendments or modifications to the provisions of this Agreement may be initiated by any party hereto and may only be incorporated into this Agreement upon the mutual consent of all Parties and must be in writing.
2. The failure of any party hereto to insist upon strict performance of any of the terms, covenants or conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such terms, covenants or conditions, but all of the same shall be and remain in full force and effect.
3. This Agreement shall not be deemed to have been made for the implied benefit of any person who is not a party hereto.
4. Contractor agrees to keep the Agency advised at all times of the name and location of the Contractor's parent company, if any.
5. The Contractor shall notify Agency with in fifteen (15) calendar days from notice of any threatened labor action or strike that would adversely affect its performance under this Agreement. The Contractor shall provide the Agency and other affected public or private entities with a written plan of proposed actions in the event of any threatened workforce action or strike.
6. Neither Agency nor Contractor shall assign this Agreement to another party without obtaining the prior written consent of all other parties to this Agreement.
7. The terms of this Agreement shall be in full force and effect for a period of two (2) years beginning on the date first stated above, unless otherwise terminated or modified pursuant to the terms of the Agreement.

10.2 Termination for Cause

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

B. Certain conditions and circumstances shall, as determined by Contract Administrator, constitute a Material Breach of this Agreement by the Contractor, these conditions and circumstances include:

1. Failure of Contractor to operate its ambulances and emergency medical services program in a manner which enables Agency and Contractor to remain in substantial compliance with the requirements of federal, State, and local laws, rules and regulations;
2. Willful falsification of information supplied by Contractor during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to, dispatch data, patient reporting data, and response time performance data, as relates to this Agreement;
3. Documented persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by Contractor;
4. Failure to comply with response time performance standards required by this Agreement systemwide for three (3) consecutive calendar months in a calendar year;
5. Repetitive and material patterns of failures to perform in accordance with Section 3.3 Clinical Performance Standards, which go uncorrected after detection and the establishment of a corrective action plan.
    i. For this Section repetitive is defined as three (3) consecutive occurrences of failure to perform for the same standard outlined in this Section within any twelve (12)-month period.
6. Repetitive and material patterns of Significant Occurrences, which go uncorrected after detection and the establishment of a corrective action plan.
    i. For this Section, repetitive is defined as four (4) or more Significant Occurrences in any six (6)-month period.
7. Failure to substantially and consistently meet or exceed the various clinical standards required herein;
8. Failure to participate in the established Continuous Quality Improvement program of the Agency, including, but not limited to investigation of incidents and implementing prescribed corrective actions;
9. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with Contractor's submitted and accepted Equipment Replacement Policy, except as extended use of such equipment is approved by Agency as provided for herein;

10. Chronic or persistent failure to comply with conditions stipulated by Agency to correct any Material Breach conditions;

11. Failure of Contractor to cooperate and assist Agency in the investigation or correction of any Material Breach of the terms of this Agreement;

12. Failure by Contractor to cooperate with and assist Agency in its takeover or replacement of Contractor's operations after a Material Breach has been declared by Agency, as provided for herein, even if it is later determined that such default never occurred or that the cause of such default was beyond Contractor's reasonable control;

13. Failure to assist in the orderly transition, or scaling down of services upon the end of the Exclusive Operating Area (EOA) Agreement if a subsequent EOA Agreement with Contractor is not awarded;

14. Failure to comply with required payment of liquidated damages within thirty (30) calendar days of written notice of the imposition of such liquidated damages;

15. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;

16. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;

17. Any willful attempts by the Contractor to intimidate or otherwise punish or dissuade personnel in cooperating with or reporting concerns, deficiencies, etc., to the Agency or other oversight agency;

18. Any other willful acts or omissions of Contractor that endanger the public health and safety; and

19. Failure to timely prepare and submit the required monthly and annual report.

10.3 Opportunity to Cure

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

the Contractor with a notice of termination, setting for the specific reasons the Contract Administrator believes the Contractor remains in Material Breach and the effective date of termination, which shall be no less than thirty (30) calendar days from the date of the termination notice.

10.4 Declaration of Material Breach and Takeover/Replacement Service

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

B. All Contractor's vehicles and related property, including, but not limited to, dispatch and medical equipment, supplies and facilities necessary for the performance of services utilized in the performance of this Agreement, shall be deemed assigned to the Agency during the takeover period and leased to the Agency at the rate of $1.00 per month. The Contractor shall promptly deliver to the Agency all vehicles and equipment utilized in the performance of this Agreement including, but not limited to, ambulances, quick response vehicles, supervisor vehicles, sites used to house equipment, vehicles and staff, maintenance facilities and communications equipment, including dispatch computer hardware and the right to utilize software. The Contractor's assignment to the Agency shall include the number of vehicles used by the Contractor's System Status Plan for the peak hour of the day, peak day of the week, for Emergency Ground Ambulance Services under the terms of this Agreement. Each vehicle shall be equipped at a level in accordance with its utilization in the Contractor's System Status Plan and in accordance with EMS Agency Policies, Procedures, and Protocols, including all supplies necessary for minimum stocking levels of such vehicles.

C. The Contractor shall be required to deliver the above delineated vehicles and equipment to the Agency in mitigation of any damages to Agency resulting from Contractor's breach. Except as otherwise set forth herein, the Contractor's delivery to the Agency of all items listed in this section shall be provided by the Contractor at no cost to the Agency. The Agency shall return all equipment listed in this section to the Contractor within ninety (90) calendar days of completion of the Takeover Period or the date in which such equipment is replaced or no longer needed by the Agency whichever is longer.

D. Consistent with the above provisions, the Contractor shall cooperate completely and immediately with the Agency to affect an immediate takeover by the Agency of the Contractor's operations. Such takeover shall be effective immediately or within not more than seventy-two (72) hours, after such finding of Material

Breach. The Agency shall attempt to keep whole the existing staff and operations until such time as either a Request for Proposal can be issued and a new Agreement secured or another alternative method of ensuring the continuation of services can be affected. The Contractor shall not be prevented from disputing any such finding of Material Breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the Agency.

E. These provisions are specifically stipulated and agreed to by both Parties as being reasonable and necessary for the protection of the public health and safety, and any legal dispute concerning the finding that a Material Breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances, delay the process of the Agency's access to the performance security funds or to Contractor's equipment.

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

G. Notwithstanding anything to the contrary, the Agency shall return Contractor's equipment and other instruments of production to Contractor no later than nine (9) months after the start of the emergency takeover.

10.5 Dispute After Takeover/Replacement

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

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

10.6 Liquidated Damages In the Event of Material Breach

A. The unique nature of the services that are the subject of this Agreement requires that, in the event of a Material Breach of a type that endangers the public health and safety, Agency must restore services immediately, and Contractor must cooperate fully to affect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of Contractor's operations by Agency, it would be difficult or impossible to ascertain the cost to Agency of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to Agency during an interim period, and the cost of recruiting a replacement for Contractor from the normal cost to Agency that would have occurred even if the Material Breach had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of Contractor's default from faulty management or Agency's costs during takeover and interim operations.

B. Therefore, in the event of such a declared Material Breach, takeover/replacement by the Agency of Contractor's services and the termination of the Agreement, the Contractor shall pay the Agency liquidated damages in the amount of five million dollars ($5,000,000). In satisfaction of liquidated damages, the performance security set forth in Section 8.1 shall be due and payable in strict accordance with Section 8.1.

C. The liquidated damages set forth herein do not constitute a limitation on the Agency's damages in the event of a default for Material Breach.

10.7 Agency Responsibilities

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

10.8 Indemnification for Damages, Taxes and Contributions

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

10.9 Equal Employment Opportunity

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry,

physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18 or over 40), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The Contractor agrees to post notice in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age, veteran status, or any other non-merit factor unrelated to job duties.

3. In the event of Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, the Contractor may be declared ineligible for further agreements with Agency.

4. Contractor shall cause the foregoing provisions of this section to be inserted in all subcontracts for any work covered under this Agreement by a Subcontractor compensated more than fifty thousand dollars ($50,000) and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10.10 Independent Contractor Status

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

10.11 Non-assignment and Non-delegation

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

10.12 Monitoring Costs

A. The Agency will incur costs associated with oversight of the Contactor's operational and clinical performance under this Agreement. The Contractor shall pay the Agency for monitoring costs providing such oversight in the amount of one hundred and seventy-five thousand dollars ($175,000) the first year of this agreement and one hundred and seventy-five thousand dollars ($175,000) the second year of this agreement. The Agency warrants and represents that the payments made by Contractor to Agency shall be less than or equal to the Agency's actual costs to provide those Agency Services. No funds shall be used by the Agency in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

10.13 Entire Agreement

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

10.14 Binding on Successors

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

10.15 Captions

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

10.16 Controlling Law

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

10.17 Miscellaneous

A. There shall be no reimbursement from the Agency or Placer County for services provided pursuant to this Agreement except as provided pursuant to separate agreements.

B. Should there be a change in the Agency's EMS Plan that results in the need to make amendments to this Agreement, the Parties agree to negotiate in good faith to make such changes as are mutually deemed to be necessary.

C. Agency agrees that all Agency Policies, Procedures and Protocols adopted by it shall be consistent with applicable state and federal laws.

D. Contractor and Agency agree to facilitate open discussions in regards to possible future changes in the distribution of medical care in the prehospital setting due to the Affordable Care Act (ACA) or implementation of paramedicine regulations. These discussions will occur on an annual basis.

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

SIERRA SACRAMENTO VALLEY EMS AGENCY

BY: SUE HOEK
Chair, S-S V EMS Board of Directors

Date: 10/10/2025

ATTEST

BY: AMY BORYCZKO
Clerk, S-S V EMS Board of Directors

Date: 10-10-2025

APPROVED

BY: JOHN POLAND
Executive Director, S-S V EMS
Board of Directors

Date: 10/10/2025

AMERICAN MEDICAL RESPONSE WEST

DocuSigned by:
BY: Sean Russell
EEF85C1C1FB9400...
Sean Russell, Region President

Date: 9/17/2025

SECTION 11: EXHIBITS

EXHIBIT A EOA Zone Map

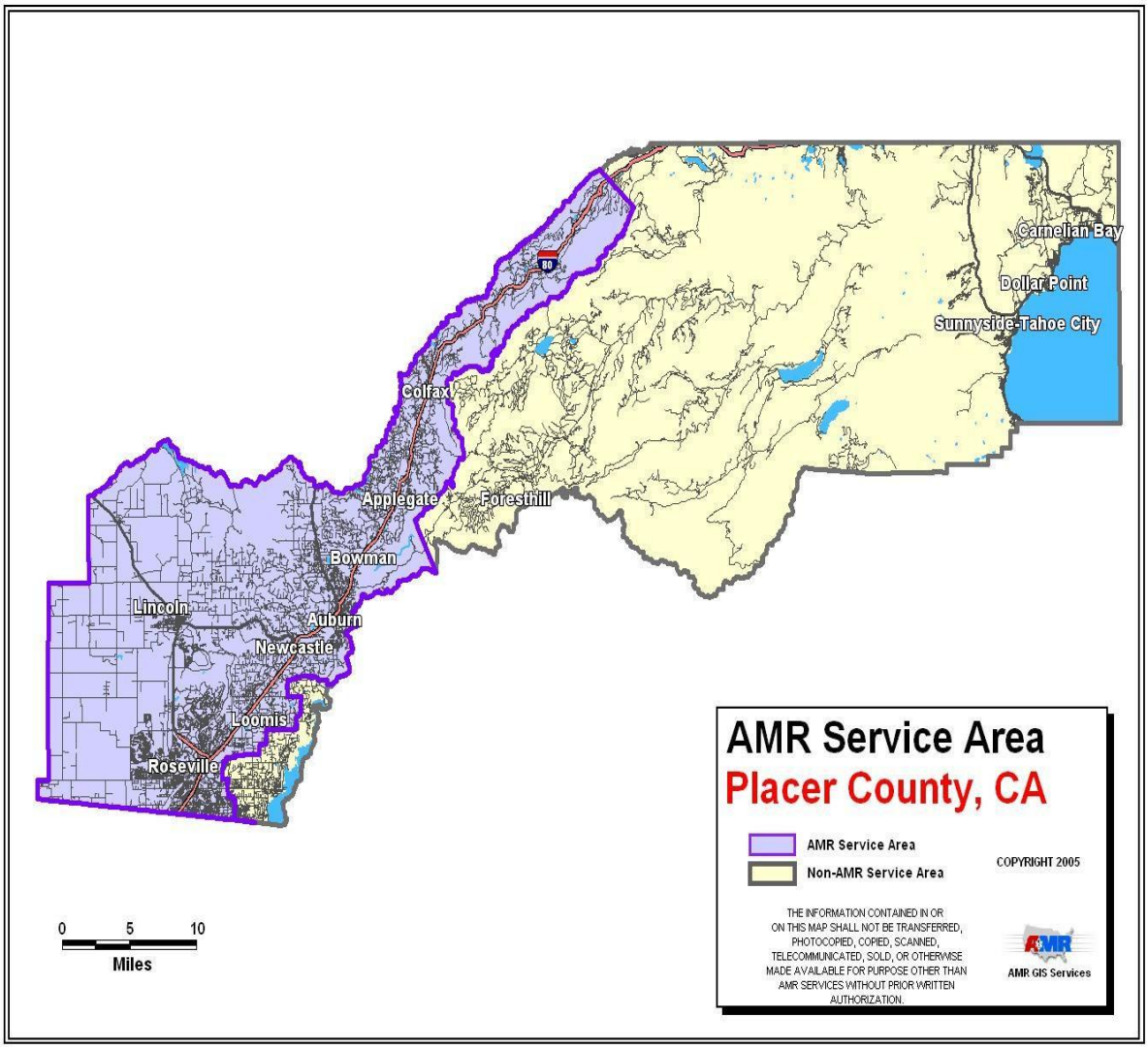


EXHIBIT B Response Time Criteria and Liquidated Damages

Note that the response time criteria set forth in the Table below may subsequently be modified by Agency Policies and Procedures pursuant to Section 3.2 of this Agreement.

Ambulance Response Zone	Compliance Requirement	Code 3 (MM:SS)*	Code 2 (MM:SS)*
Auburn – City Limits	90%	08:00	16:00
Roseville – City Limits	90%	10:00	20:00
Rocklin – City Limits	90%	10:00	20:00
Lincoln – City Limits	90%	08:00	16:00
East of Auburn, including Colfax	90%	15:00	30:00
West of Auburn to Rocklin	90%	15:00	30:00
AMR Placer County Rural	90%	20:00	40:00
Placer County Wilderness	N/A	ASAP	N/A

*For clarity and to avoid doubt, :01 is late for each response time in the table above, e.g., 08:01 is late for the Auburn – City limits response time.

If a Contractor Non-Transport ALS Resource arrives at scene within the applicable response time requirement, the ambulance response time may be extended a maximum of five minutes zero seconds (5:00) for response time compliance purposes.

1. Code 2 Response Time Non-Compliance liquidated damages:

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

Compliance %	Fine
89 to 89.99%	$2,500.00
88 to 88.99%	$5,000.00
< 88%	$7,500.00

2. Code 3 Response Time Non-Compliance liquidated damages:

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

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

3. Outlier Responses:

An 'Outlier Response' is defined as a response that is excessive for the dispatched priority/zone, such that it represents a potential threat to the public health and safety. The following liquidated damages will be assessed for any response for which the actual response time equals or exceeds 200% of the required response time for the dispatched priority/zone (i.e. a Code 3 response time ≥16 minutes in an 8-minute response zone):

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

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

5. A fine of $5,000.00 per incident will be assessed if Contractor fails to respond to any request as indicated in the following sections of this Agreement:
    a. 1.3 – Emergency requests within the EOA
    b. 3.8 – Incident Commander initiated Standby requests within the EOA
    c. 3.12 (B) – Mutual Aid requests within the Agency's jurisdiction

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

7. Failure to Provide Timely Reports:
    a. A fine of $100 per day will be assessed for any report received after the required due date required by this Agreement or by Agency policies.
    b. A fine of $100 per day will be assessed for all other Agency documentation requests received later than five (5) business days from the date of request (unless a later date is mutually agreed to by Contractor and Agency).

8. Invoicing and Payment of Assessed liquidated damages
    a. Agency shall invoice Contractor for any liquidated damages under this Agreement within thirty (30) calendar days following Agency's receipt of Contractor's monthly performance reports (Response Time Non-Compliance liquidated damages) or Agency's determination that a fine should be assessed (other applicable liquidated damages).
    b. Contractor shall pay Agency within thirty (30) calendar days following receipt of the invoice.
    c. The parties shall make a good faith effort to resolve any disputes regarding an invoiced amount within this 30-day period. If the parties are unable to mutually

resolve the dispute within that 30-day period, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the subsequent resolution of the dispute.

d. Failure by the Agency to assess or impose any liquidated damages at any point, for any reason, does not impact Agency's right to do so in the future; however, Agency may not impose liquidated damages retroactively greater than 90 days.
e. Payment of any fine does not release Contractor from any other liability related to the breach that resulted in fine imposition.

EXHIBIT C Clinical Performance Standards

TABLE 1 – CLINICAL PERFORMANCE STANDARDS			
Clinical Performance Measure	**Minimum Applicable Encounters**	**Compliance Standard**	**Liquidated Damages (Per Qtr.)**
TRAUMA			
Average Scene time for patients meeting Field Trauma Triage Criteria (Agency Protocol T-1)	100	≤12 minutes	$1500.00
Appropriate management of hypoxia, hypovolemia and hyperventilation for Moderate/Severe TBI patients (Agency Protocol T-3)	25	80%	$1500.00
STEMI			
Average scene time for STEMI patients	10	≤12 minutes	$1500.00
Patient contact to 12-lead ECG ≤5 minutes for STEMI patients	10	80%	$1500.00
Destination alert ≤10 minutes for STEMI patients	10	80%	$1500.00
STROKE			
Average scene time for stroke patients	100	≤12 minutes	$1500.00
Last known well (LKW) time documented for stroke patients	100	90%	$1500.00
Blood glucose documented for stroke patients	100	90%	$1500.00
MEDICAL			
Successful 1st pass advanced airway (LMA/ETT) placement success rate	25	80%	$1500.00
Waveform capnography and capnometry values documented for patients with advanced airway (LMA/ETT)	25	90%	$1500.00
Weight calculation/weight-based medication dosing accuracy for pediatric patients	25	90%	$1500.00

TABLE 2 – SIGNIFICANT OCCURRENCES	
Significant Occurrence	**Liquidated Damages (Per Occurrence)**
Failure to respond to an emergency request with the minimum required equipment/supplies required by applicable agency policy	$10,000.00
Unrecognized endotracheal tube misplacement	$5,000.00
Failure to report death or serious adverse consequence associated with: • Improper use or failure of a medical device or equipment. • A protocol deviation that directly contributed to a patient's death or serious adverse consequence. • Patient elopement from vehicle or custody.	$10,000.00
Failure to report a Significant Occurrence within 24 hours of learning of the Significant Occurrence in the manner required by Agency policy	$10,000.00

EXHIBIT D Ongoing Reporting Requirements

MONTHLY OPERATIONAL REPORTS

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

1. Unit status and staffing data, including:
   a. Number of fully staffed/deployed BLS ambulance unit hours by each day of the month.
   b. Number of fully staffed/deployed ALS ambulance unit hours by each day of the month.
2. A listing of public safety standby incidents including the following information for each incident:
   a. Incident date.
   b. Incident type (structure fire, law enforcement incident, etc.).
   c. Requesting agency.
   d. Type of resource assigned (ALS Ambulance, BLS Ambulance, Field Supervisor, etc.).
   e. Total time resource committed.
3. Number of emergency calls responded to by the Contractor's Paramedic Field Supervisors.
4. A listing of service complaints received, including disposition/resolution.
5. Other data/information as mutually agreed to by the Contractor and the Agency.

QUARTERLY CLINICAL REPORTS

The Contractor shall submit the following data/information to the Agency on a quarterly basis (every 3 months), no later than the 15th calendar day of the month following the applicable quarter:

1. Clinical Performance Standards Reports.
2. Listing of community education provided.
3. Listing of EMS classes conducted, including attendance records and topics covered.

ANNUAL REPORT

Please submit the annual report to S-SV EMS (Attention: Executive Director) by the 31st of January for each contractual year.

The Contractor shall submit the following data/information to the Agency on an annual basis, no later than 60 calendar days following the completion of the Contractor's fiscal year:

1. Year End Financials to include:

- Operating Revenue
- Operating Expenses
- Accounts Receivables
- Payer Mix
- Collection Rate

UPON OCCURRENCE REPORTS

1. **Significant Occurrences Report**

EXHIBIT E American Medical Response Transport Rates Placer County
Effective 12/1/25

ALS Emergency/Non-Emergency	$ 2,652.97
BLS Emergency	$ 2,652.97
BLS Non-Emergency	$ 3,381.25
ALS / BLS Non-Emergency Mileage (per mile)	$ 101.90
ALS / BLS Emergency Mileage (per mile)	$ 63.34
Non-Medical Billing Fee	$ 70.38
Non-Medical Transport Fee	$ 418.13
Non-Medical Mileage (per mile)	$ 13.93
Night Charge	$ 455.16

Medical Supplies and other Rates

1264 - NEONATAL RATE	$ 13,866.52
13300 - SCT RATE	$ 13,866.52
2152 - SCT AND NEONATAL MILEAGE (per mile)	$ 63.34
299A - ALS NON COVERED EXCESS MILEAGE (per mile)	$ 63.34
299B - BLS NON COVERED EXCESS MILEAGE (per mile)	$ 101.90
3001 - OXYGEN	$ 309.55
3002 - AIRWAY/NASAL	$ 71.37
3003 - AIRWAY /ORAL	$ 71.37
3004 - COLD/HOT PACK	$ 37.55
3006 - DEFIB ELECTRODES	$ 129.30
3007 - DRESSING - MAJOR	$ 75.36
3008 - DRESSING - MINOR	$ 36.69
3010 - INTUBATION SUPPLIES	$ 241.14
3011 - IO SUPPLIES	$ 648.29
3012 - IRRIGATION FLUID	$ 37.55
3013 - IV DRIP SUPPLIES	$ 142.53
3017 - O2 SUPPLIES/NEBULIZER	$ 37.62
3018 - OB PACK	$ 71.47
3021 - SPLINT EXT DISP	$ 25.98
3025 - C02 DETECTION SUPPLY	$ 93.49
3028 - BURN SHEET	$ 67.21

3029 - SUPRAGLOTIC AIRWAY	$ 682.85
3030 - COMPRESSED AIR	$ 309.55
3033 - BURN PACK	$ 104.87
3047 - BED PAN	$ 23.98
3048 - EMESIS BASIN	$ 12.13
3049 - URINAL	$ 23.98
3050 - PERSONAL CARE SUPPLIES	$ 18.35
3055 - DISPOSABLE LINEN	$ 38.37
3058 - ACE WRAP	$ 37.55
3061 - BAG VALVE MASK	$ 135.33
3062 - BANDAGES ROLLER	$ 37.55
3063 - BANDAGES TRIANGULAR	$ 37.55
3064 - BLANKET, DISPOSABLE	$ 48.44
3076 - INFUSION SET BLOOD SET WITH PU	$ 71.37
3080 - INTRAOSSEOUS NEEDLE	$ 544.68
3081 - IV TUBING	$ 71.37
3090 - PETROLEUM GAUZE PADS	$ 37.55
3092 - RESTRAINTS DISPOSABLE	$ 185.72
3139 - CAPNOGRAPH	$ 41.23
3197 - CHUX PAD	$ 17.67
3200 - ASPIRIN	$ 18.35
3217 - DISPOSABLE PULSE OX SENSOR	$ 111.44
3506 - CATHETER FOLEY CCT	$ 185.72
3509 - IV CASSETTES CCT	$ 185.72
3510 - IV DIAL A FLOW CCT	$ 37.55
3517 - TRANSDUCERS DISPOSABLE CCT	$ 185.72
3519 - BURN DRESSING CCT	$ 37.55
3521 - BI-PAP MASK CCT	$ 185.72
3522 - MULTI FUNCTION PADS CCT	$ 185.72
4001 - ALBUTEROL NEBULIZER	$ 23.69
4003 - ATROPINE	$ 30.95
4004 - BENADRYL	$ 26.15
4006 - CALCIUM CHLORIDE	$ 50.16
4007 - DEXTROSE 50%	$ 71.37
4008 - DOPAMINE DRIP	$ 100.49
4010 - GLUCAGON	$ 471.28
40120 - ACETAMINOPHEN	$ 255.40

4013 – LASIX	$ 26.15
4015 - LIDOCAINE DRIP	$ 37.55
4017 - MORPHINE	$ 37.07
4018 - NARCAN	$ 45.43
4019 - NITROSPRAY	$ 11.19
4022 - SODIUM BICARB	$ 84.46
4023 - VALIUM	$ 37.55
4025 - AMINOPHYLINE	$ 37.55
4030 - ADENOSINE	$ 367.32
4032 - IPECAC	$ 20.17
4040 - ROMAZICON	$ 649.44
4042 - PHENERGAN	$ 37.55
40450 - DEXTROSE 10%	$ 73.67
4048 - TERBUTALINE	$ 71.37
4052 - ACTIVATED CHARCOAL	$ 67.73
4053 - DOBUTAMINE	$ 37.55
4058 - INDERAL 1MG	$ 71.37
4059 - POTASSIUM CHLORIDE	$ 37.55
4063 - SOLU-MEDROL 1 GM	$ 37.55
4066 - STERILE WATER	$ 16.16
4078 - EPINEPHRINE	$ 34.90
4082 - BURETROL	$ 71.37
40820 - KETOROLAC TROMETHAMINE/TORADOL	$ 80.02
4083 - D5W IV SOLUTION 100	$ 94.96
4085 - DEXTROSE 25%	$ 94.96
4088 - GLUCOSE	$ 28.75
4089 - ISUPREL	$ 71.37
4090 - LACTATED RINGERS	$ 71.37
4092 - LIDOCAINE JELLY	$ 37.55
4093 - LIDOCAINE PRELOAD	$ 41.25
4101 - NORMAL SALINE INFUSION	$ 71.37
4118 - AMIODARONE	$ 77.13
4130 - ATROVENT	$ 37.55
4131 - AMYL NITRATE	$ 37.55
4132 - ZOFRAN/ONDANSETRON	$ 59.70
41770 - KETAMINE	$ 73.32
4523 - NEOSYNEPHRINE	$ 37.55

4524 - VERSED 10MG	$ 93.53
4528 - FENTANYL CCT	$ 71.37
4529 - HYDRALAZINE CCT	$ 149.99
4530 - NIPRIDE CCT	$ 71.37
4531 - NOREPINEPHRINE CCT	$ 37.55
4532 - PROCAINAMIDE CCT	$ 37.55
4533 - TRIDIL CCT	$ 37.55
4534 - HEPERIN 10,000 U PER CC CCT	$ 37.55
4536 - VECURONIUM CCT	$ 341.77
4537 - PORTA WARMER CCT	$ 149.99
4540 - MAGNESIUM SULFATE CCT	$ 37.55
4541 - PITOCIN (OXYTOCIN) CCT	$ 37.55
4542 - INAPSINE CCT	$ 37.55
4543 - LOPRESSOR CCT	$ 71.37
4544 - VERAPAMIL CCT	$ 37.55
4545 - DILANTIN CCT	$ 37.55
4546 - DIGOXIN CCT	$ 37.55
4547 - MANNITOL CCT	$ 37.55
4548 - LABETALOL	$ 37.55
4549 - CALCIUM GLUCONATE	$ 37.55
4550 - DILAUDID	$ 37.55
5005 - CRICO/CREST PROC	$ 619.10
5006 - DEFIBRILLATION	$ 619.10
5009 - GLUCOMETER USE	$ 186.98
5018 - OB DELIVERY	$ 1,435.36
5021 - SPLINTING (EXTREM)	$ 37.55
5023 - SUCTIONING	$ 57.24
5027 - PULSE OXIMETRY	$ 122.82
5029 - EKG MONITOR 4 LEAD	$ 309.55
5030 - EKG MONITOR 12 LEAD	$ 203.28
5032 - NEEDLE CHEST DECOMP	$ 251.60
5042 - ISOL/DECONTAMINATION	$ 62.84
5044 - SPINAL INMOBILIZATIO	$ 107.54
5046 - BLOOD GLUCOSE TEST	$ 185.72
5057 - NEONATAL TRANSPORT CHARGE	$ 1,435.36
5079 - CPAP PROCEDURE/SUPPLIES	$ 586.97
5502 - IABP TRANSPORT CCT	$ 4,551.61

5507 - CHEST TUBE MONITORING CCT	$ 185.72
5513 - ELECTRONIC BP CUFF CCT	$ 136.55
5514 - EXTERNAL PACEMAKER CCT	$ 1,857.26
5515 - HD DOPPLER CCT	$ 309.55
5517 - HIGH LEVEL ACUITY NURSING CCT	$ 9,467.34
5520 - INTUBATION CCT	$ 1,435.36
5521 - INVASIVE MONITOR PER LINE CCT	$ 371.47
5524 - IV START	$ 273.10
5527 - PEDIATRIC CARE CCT	$ 1,435.36
5529 - PULSE OXIMETER USE CCT	$ 185.72
5533 - VENTALATOR CIRCUIT CCT	$ 111.44
5535 - VENTILATOR USE CCT	$ 1,435.36
5536 - WAIT TIME PER QUARTER HOUR CCT	$ 619.10
5537 - HIGH RISK OB CCT	$ 1,435.36
5538 - NG PLACEMENT CCT	$ 273.10
6020 - ADDITIONAL ATTEND CCT	$ 619.10
6025 - BRIDGE TOLL (AS CHARGED)	$ 11.78
6029 - EXTRA ATTENDANT	$ 619.10
6031 - WAIT TIME FOR TREAT/RELEASE	$ 44.80
6036 - BARIATRIC	$ 910.32
6060 - NIGHT CHARGE	$ 455.16
6072 - ALS DRY RUN	$ 140.45
6073 - BLS DRY RUN	$ 140.45

Placer County Emergency Medical Services
Ambulance Transport Provider Agreement

Sierra – Sacramento Valley EMS Agency And
American Medical Response West

Amendment #1
(Response Zones Drafting Error Correction)
Executed October 27, 2025

Sierra – Sacramento Valley Emergency Medical Services Agency

Regional Executive Director
John Poland, Paramedic

Medical Director
Troy M. Falck, MD, FACEP, FAAEM

JPA Board Chairperson
Sue Hoek, Nevada County Supervisor

Address & Contact Information
535 Menlo Drive, Suite A
Rocklin, CA 95765
(916) 625-1702
info@ssvems.com
www.ssvems.com

Serving Butte, Colusa, Glenn, Nevada, Placer, Shasta, Siskiyou, Sutter, Tehama, & Yuba Counties

October 15, 2025

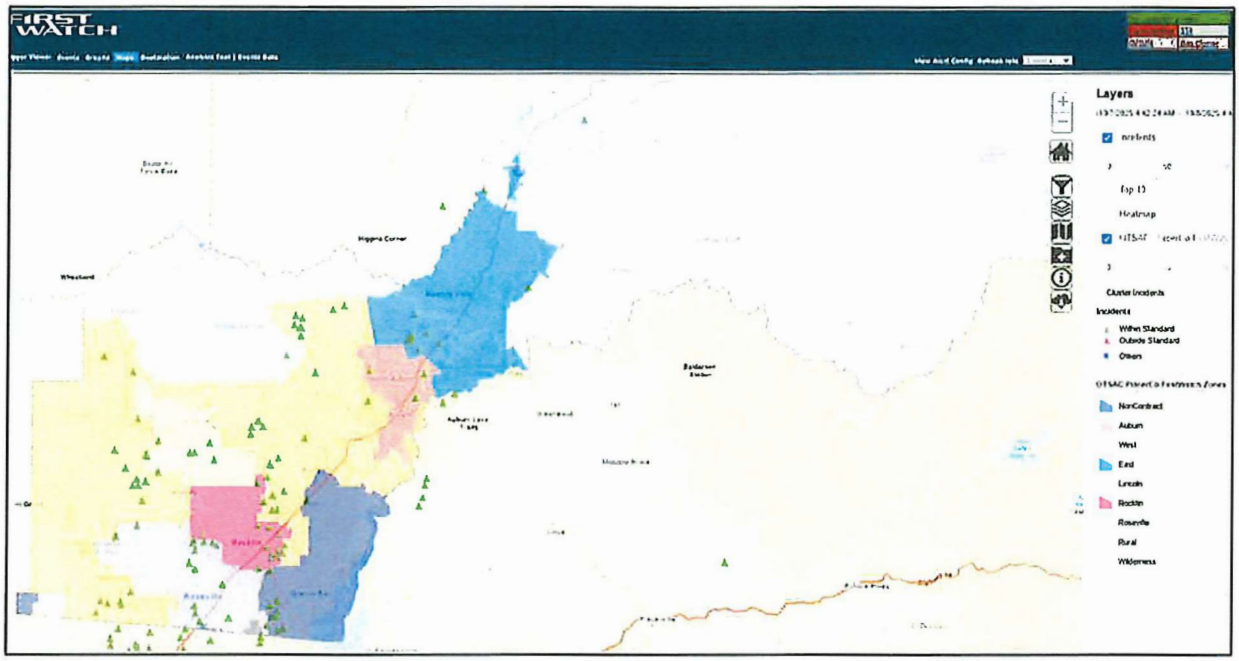
Gabriel Cruz, Regional Director
American Medical Response West
6101 Pacific Street
Rocklin, CA 95677

Mr. Cruz,

A drafting error was recently identified in Exhibit B (Page 61) of the 'Placer County Emergency Services Ambulance Transport Provider Agreement' between the Sierra – Sacramento EMS Agency and American Medical Response West with a term of December 1, 2025 through November 30, 2027, as highlighted in the Ambulance Response Zone table below:

Ambulance Response Zone	Compliance Requirement	Code 3 (MM:SS)*	Code 2 (MM:SS)*
Auburn/*North Auburn* ~~– City Limits~~	90%	08:00	16:00
Roseville – City Limits	90%	10:00	20:00
Rocklin – City Limits	90%	10:00	20:00
Lincoln – City Limits	90%	08:00	16:00
East of Auburn, including Colfax	90%	15:00	30:00
West of Auburn to Rocklin	90%	15:00	30:00
AMR Placer County Rural	90%	20:00	40:00
Placer County Wilderness	N/A	ASAP	N/A

The original agreement language referring to 'Auburn – City Limits' is inconsistent with the negotiated intent and past practice related to this Ambulance Response Zone, which has historically included the Auburn City Limits in addition to the immediately surrounding North Auburn area outside the Auburn City Limits. The intended Ambulance Response Zone is accurately depicted on the current AMR Placer County Ambulance Response Zone Map included on the following page.



An erratum document to correct this error was included with this agenda item when it was presented to and approved by the Sierra – Sacramento Valley EMS Agency JPA Governing Board of Directors at their October 10, 2025 meeting. The purpose of this letter is to formally document this agreement amendment correcting the applicable language from 'Auburn – City Limits' to 'Auburn/North Auburn' by both parties in writing, as required by the terms of the applicable agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment on the date signed by the last party below:

SIERRA SACRAMENTO VALLEY EMS AGENCY

BY: _____
Sue Hoek, Chair, Board of Directors

Date: 10-16-2025

AMERICAN MEDICAL RESPONSE WEST

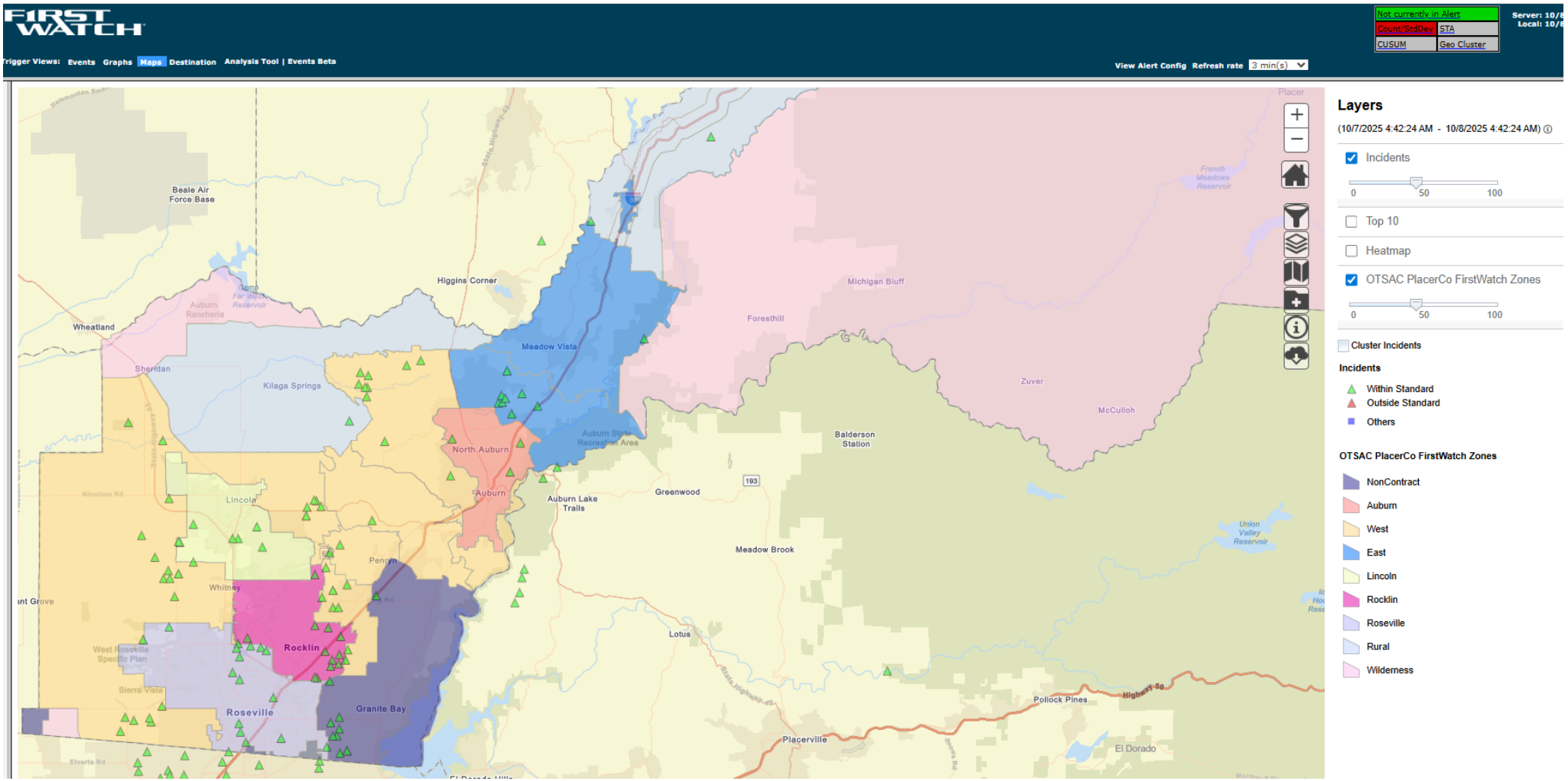
BY: _____
Sean Russell, Regional President

Date: 10.27.2025

APPROVED

BY: _____
John Poland, Executive Director

Date: 10/20/2025


FIRST WATCH
Trigger Views: Events Graphs Maps Destination Analysis Tool | Events Beta
View Alert Config Refresh rate 3 min(s)
Not currently in Alert
Count/StdDev STA
CUSUM Geo Cluster
Server: 10/
Local: 10/
Layers
(10/7/2025 4:42:24 AM - 10/8/2025 4:42:24 AM)
Incidents
0 50 100
Top 10
Heatmap
OTSAC PlacerCo FirstWatch Zones
0 50 100
Cluster Incidents
Incidents
Within Standard
Outside Standard
Others
OTSAC PlacerCo FirstWatch Zones
NonContract
Auburn
West
East
Lincoln
Rocklin
Roseville
Rural
Wilderness
Beale Air Force Base
Higgins Corner
Wheatland
Auburn Rancheria
Sheridan
Kilaga Springs
Meadow Vista
Michigan Bluff
Foresthill
Zuver
McCulloh
Balderson Station
North Auburn
Auburn
Auburn Lake Trails
Greenwood
Meadow Brook
Lincoln
Penryn
Whitney
Rocklin
Roseville
Granite Bay
Lotus
Placerville
Pollock Pines
El Dorado
Union Valley Reservoir
French Meadows Reservoir
Placer