Tehama County Non-Exclusive Ground Ambulance Services Agreement with St. Elizabeth Community Hospital

Sierra – Sacramento Valley
Emergency Medical Services Agency

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TEHAMA COUNTY NON-EXCLUSIVE GROUND AMBUALANCE SERVICES AGREEMENT WITH ST. ELIZABETH COMMUNITY HOSPITAL

This Non-Exclusive Ground Ambulance Services Agreement (hereinafter referred to as 'AGREEMENT') for applicable areas of Tehama County (hereinafter referred to as 'COUNTY') is entered into this 1st day of October 2026, by and between the SIERRA – SACRAMENTO VALLEY EMERGENCY MEDICAL SERVICES AGENCY (hereinafter referred to as 'AGENCY') and DIGNITY HEALTH, DBA – ST. ELIZABETH COMMUNITY HOSPITAL (hereinafter referred to as 'PROVIDER'), hereinafter collectively referred to as the 'PARTIES'.

SECTION 1: RECITALS OF AUTHORITY

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

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

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

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

WHEREAS, as the designated LEMSA for the COUNTY, AGENCY has been granted the authority to develop written agreements with qualified ambulance service providers that request to participate in the COUNTY'S EMS system; and

WHEREAS, § 100079.01 of Chapter 3.2 and § 100096.01 of Chapter *3.3* of Title 22 of California Code of Regulations require qualified organizations to have a written agreement with the LEMSA to provide LALS and/or ALS services; and

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

WHEREAS, AGENCY, contingent upon PROVIDER complying with the conditions set forth in this AGREEMENT, approves PROVIDER as a BLS, LALS, and ALS ground ambulance service provider within the COUNTY;

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

SECTION 2: AGREEMENT TERM

2.1 This AGREEMENT shall, subject to the limitations contained herein, be for a period of three (3) years, beginning October 1, 2026. This AGREEMENT may be renewed, with or without modification, for subsequent three (3) year periods, upon written notification from AGENCY.

2.2 AGENCY, or its authorized designee, may suspend this AGREEMENT immediately upon giving written notice to PROVIDER if PROVIDER'S license to operate is revoked or suspended. Any such action by AGENCY shall be subject to the review procedures for suspensions established herein. If such a suspension order has been issued and remains in effect for a period of at least sixty (60) days, AGENCY may terminate this AGREEMENT by giving at least thirty (30) days prior written notice to PROVIDER.

2.3 PROVIDER shall continue to perform during any riot, insurrection, civil unrest, natural disaster, labor action or similar event if such performance remains practical under the prevailing standards of the EMS industry. PROVIDER'S performance under this agreement may be waived or suspended by AGENCY in the event of riot, insurrection, civil unrest, natural disaster, labor action or other similar event beyond the control of PROVIDER which affects the delivery of ground ambulance services (interruption). If any interruption continues for a period more than ninety (90) calendar days and PROVIDER cannot resume performance within one hundred eighty (180) calendar days from the initial

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

2.4 AGENCY may suspend this AGREEMENT immediately if PROVIDER or PROVIDER'S personnel are engaging in a continuing course of conduct which poses an imminent threat to the public health and safety. Notification of any such suspension shall be in writing and shall state the reason(s) for the suspension and suspension length.

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

SECTION 3: NON-EXCLUSIVE GROUND AMBULANCE SERVICES AUTHORIZATION

3.1 In accordance with the terms/conditions contained in this AGREEMENT, Contractor is entitled to be a non-exclusive ground ambulance service provider for the following types of services throughout the COUNTY:

A. BLS, LALS, and/or ALS 911/emergency ambulance services.

B. BLS, LALS, and/or ALS interfacility and/or medical transport services.

C. BLS, LALS, and/or ALS special event standby services.

3.2 PROVIDER shall adhere to AGENCY policies when providing BLS, LALS, and/or ALS ground ambulance services pursuant to this AGREEMENT.

3.3 AGENCY reserves the right to allow other qualified ground ambulance organizations to provide BLS, LALS, and/or ALS ground ambulance services within the COUNTY.

SECTION 4: EMS AIRCRAFT SERVICES

4.1 AGENCY reserves the right to allow EMS aircraft providers to operate within the COUNTY, for the purpose of providing EMS aircraft transportation services.

4.2 PROVIDER and AGENCY authorized EMS aircraft providers shall comply with AGENCY policies and procedures regarding the utilization of EMS aircraft services.

SECTION 5: AGENCY RESPONSIBILITIES

5.1 Administration

A. AGENCY Director/Designee is authorized to act on behalf of AGENCY in all matters related to this AGREEMENT.

B. At any time during normal business hours (8:00 am to 5:00 pm Monday - Friday), and at other times as may reasonably be deemed necessary by AGENCY, AGENCY'S representative(s) may observe PROVIDER'S operations with reasonable notice.

C. AGENCY may conduct audits of financial statements, records, invoices, payrolls, inventory records, personnel records, daily logs, conditions of employment, and other data related to matters in connection with this AGREEMENT. At AGENCY'S request, PROVIDER shall provide copies of specific records as allowed by law within five (5) business days of request. Audit representatives will be duly designated and authorized by AGENCY. AGENCY shall give PROVIDER fifteen (15) days prior written notice of any audits under this paragraph.

D. AGENCY'S authorized representatives(s) may ride as a third person on any of PROVIDER'S ambulance or supervisor units when exercising AGENCY'S right to inspect or observe. AGENCY will provide reasonable notice to PROVIDER to limit any potential conflict with EMS student interns, scheduled riders, or ongoing operations.

E. AGENCY representatives shall conduct themselves in a professional and courteous manner, not interfere with PROVIDER'S personnel in the performance of their duties and shall be respectful of PROVIDER'S employer/employee relationship.

F. The PROVIDER shall adhere to the rates in Exhibit B, 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 ground ambulance services provided under this AGREEMENT. Except for those patients eligible for financial

hardship consideration pursuant to the PROVIDER'S applicable policy, the rates set forth in this AGREEMENT shall be the mandated rates for all transport services for the PROVIDER'S services, and the PROVIDER shall charge and collect these fees.

G. Rate Increases.

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

   a. 5%, or,

   b. The San Francisco-Oakland Consumer Price Index (CPI).

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:*

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

   b. 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.*

5.2 Emergency Medical Advisory Group (EMAG)

A. AGENCY shall facilitate the formation of an Emergency Medical Advisory Group (EMAG) for the COUNTY.

B. The EMAG shall serve in an advisory capacity to the AGENCY on issues affecting the EMS system in the COUNTY.

C. The EMAG will meet on a regular basis, and consist of the following participants:

1. AGENCY representatives.

2. COUNTY public health department representatives.

3. COUNTY OES representatives.
4. Representatives for law enforcement organizations within the COUNTY.
5. Representatives from fire departments/fire districts within the COUNTY.
6. Representatives from ground ambulance providers within the COUNTY.
7. Representatives from EMS aircraft providers within the COUNTY.
8. Representatives from EMS dispatch centers within the COUNTY.
9. Representatives from acute care hospitals within the COUNTY.

5.3 Medical Control

A. AGENCY'S Medical Director shall provide medical control to assure medical accountability throughout the planning, implementation, and evaluation of the EMS system in the COUNTY.

B. AGENCY, using state minimum standards, shall establish policies and procedures approved by AGENCY'S Director and Medical Director to assure medical control of the EMS system in the COUNTY.

SECTION 6: PROVIDER RESPONSIBILITIES

6.1 Personnel

A. All personnel employed by PROVIDER in the performance of work under this AGREEMENT shall be competent and hold current and valid certificates, licenses, and accreditations as required by applicable California EMS statutes/regulations and AGENCY policies for their applicable level of certification/licensure. PROVIDER shall be held accountable for its employees' credentials, performance, and actions.

B. PROVIDER shall maintain current records of its personnel, including addresses, phone numbers, qualifications, and certificates/licenses/accreditations with expiration dates. PROVIDER'S personnel records shall be provided to AGENCY upon request.

C. PROVIDER shall provide field evaluation of its paramedic personnel, as necessary to obtain AGENCY paramedic accreditation.

D. PROVIDER shall ensure that its personnel are properly oriented before being assigned to perform services under this agreement. 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/ maintenance, in addition to PROVIDER'S policies and procedures. PROVIDER'S new hire orientation program is subject to review and approval by AGENCY.

E. PROVIDER shall provide initial and on-going emergency vehicle operations training to its personnel.

F. PROVIDER shall provide training in diversity awareness, conflict resolution, and assaultive behavior management to its personnel.

G. PROVIDER shall provide patient care documentation education/training to its personnel as needed.

H. PROVIDER shall provide ongoing in-service training and continuing education programs designed to meet state and AGENCY licensure/certification requirements at no cost to its employees. All in-service training and continuing education programs shall comply with applicable EMS statutes/regulations and AGENCY policies. AGENCY may mandate additional specific in-service training and continuing education programs as deemed necessary/appropriate. AGENCY may review/audit any in-service training and continuing education programs offered by PROVIDER.

I. PROVIDER shall have policies that require its personnel to follow all of AGENCY'S EMS system policies, procedures, and protocols.

J. PROVIDER shall provide EMS system and individual performance feedback to its personnel.

K. PROVIDER shall have a mechanism for involving front line personnel in quality & performance improvement projects.

L. PROVIDER shall have practices/policies designed to promote workforce harmony and prevent discrimination based on age, national origin, gender, race, sexual orientation, religion, and physical ability.

M. PROVIDER shall have a policy that prohibits its personnel from performing any services under this AGREEMENT while under the influence of any alcoholic beverage, illegal drug, or narcotic. Said policy shall also prohibit PROVIDER'S personnel from performing such services under the influence of any other substances, including prescription or non-prescription medications, which impairs their physical or mental performance.

N. PROVIDER shall ensure its personnel wear appropriate uniform attire and comply with PROVIDER'S grooming standards.

O. PROVIDER shall ensure its personnel are properly identified by a name tag, company name/insignia, and their applicable level of EMS certification/licensure.

P. PROVIDER shall ensure its personnel treat other EMS system participants, the public, patients, and their families with professionalism and courtesy.

6.2 Management and Supervision

A. PROVIDER shall provide management personnel necessary to administer/oversee all aspects of its ambulance services within the COUNTY.

B. PROVIDER shall provide field supervision, which may be accessible by telephone, on a twenty-four (24) hours per day, seven (7) days a week basis within the COUNTY.

C. PROVIDER'S field supervisors shall serve as a resource for PROVIDER'S field personnel and primarily focus on the oversight of field operations, ambulance availability, multi-casualty incident management, and other operational concerns.

D. In addition to responding to the needs of PROVIDER'S personnel, PROVIDER'S field supervisors shall reasonably respond to any request by the AGENCY or EMS system participants within the COUNTY and shall be authorized to act on behalf of PROVIDER.

6.3 Crew's Quarters

A. PROVIDER shall ensure that its crew's quarters for its personnel scheduled to work twenty-four (24) hour shifts have suitable kitchens, showers, and sleeping quarters.

B. PROVIDER'S crew's quarters shall be clean and maintained in a sanitary condition.

6.4 Dispatch Services

A. PROVIDER shall utilize a COUNTY authorized/recognized public safety answering point (PSAP) to process/manage emergency ground ambulance service requests covered by this agreement.

B. PROVIDER shall reimburse the applicable COUNTY authorized/recognized PSAP appropriate usual and customary costs for emergency dispatch services covered by this agreement.

C. PROVIDER may utilize a public or private dispatch center to process/manage non-emergency ground ambulance service requests covered by this agreement.

6.5 System Status Management Plan (SSMP)

A. PROVIDER is required to develop and maintain a COUNTY SSMP, which shall be consistent with EMS industry standards.

B. PROVIDER shall notify AGENCY within thirty (30) days of any proposed changes to the COUNTY SSMP. PROVIDER may implement temporary adjustments or modifications to the COUNTY SSMP to meet operational needs or changes in demand without notice to AGENCY. If adjustments or modifications exceed seven (7) days, AGENCY shall be notified thereof.

C. AGENCY maintains the right to require modifications to the COUNTY SSMP as deemed necessary/appropriate to meet the needs of the EMS system.

6.6 Performance

A. PROVIDER shall ensure that its performance conforms to EMS industry standards.

B. PROVIDER shall utilize reasonable management practices to ensure field personnel working extended shifts, part-time jobs, voluntary or mandatory overtime are not exhausted to an extent which might impair their judgment or motor skills.

C. PROVIDER'S emergency 911 ambulances shall be equipped and staffed to operate at the ALS (paramedic) level unless a modified staffing request is approved by the AGENCY.

D. PROVIDER shall make all reasonable efforts to ensure its employees immediately notify the jurisdictional public safety answering point (PSAP) of the location where the ambulance is responding from.

E. PROVIDER'S emergency 911 ambulances may only be used for non-emergency medical transports or interfacility transfers when PROVIDER'S dispatch center has released the unit for such use, and there is an adequate number of staffed ambulances immediately available in the system to meet performance standards as defined herein.

F. PROVIDER shall comply with ambulance response time standards contained in AGENCY policies.

G. PROVIDER shall notify AGENCY of any situation that hinders 911 emergency ambulance response.

H. During any period that PROVIDER has insufficient ambulances available, PROVIDER shall make reasonable efforts to obtain mutual aid and/or standby service by an AGENCY authorized emergency ambulance provider from adjacent areas.

I. As is reasonable, PROVIDER agrees to provide automatic aid and/or mutual aid emergency ambulance services to other adjacent areas of AGENCY'S jurisdictional region, when requested by AGENCY or an AGENCY authorized requestor.

6.7 Participation in EMS System Development

A. AGENCY anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response.

B. PROVIDER shall actively participate in EMS activities, committee meetings, and work groups and shall assist in the development of EMS system changes.

6.8 Multi-Casualty Incident (MCI)/Disaster Response

A. PROVIDER shall cooperate with AGENCY in rendering emergency assistance in response to an MCI, or during a declared or undeclared disaster as identified in AGENCY MCI/disaster plans/policies.

B. At an MCI/disaster scene, PROVIDER'S personnel shall follow applicable AGENCY MCI/disaster plans/policies, and function within the Incident Command System.

C. In the event of a declared disaster within the COUNTY, PROVIDER shall assign appropriate staff to the COUNTY Emergency Operations Center (EOC), as requested.

D. PROVIDER shall have a plan for recall of off-duty personnel when necessary.

E. PROVIDER shall have a plan/mechanism in place to communicate current field information to appropriate AGENCY and/or COUNTY representatives during MCIs, disaster responses, hazardous materials incidents, and other unusual occurrences.

F. PROVIDER shall provide personnel, vehicles, equipment, and supplies in response to a request for deployment of an ambulance strike team (AST), if available.

G. In the event of a declared or undeclared disaster within the COUNTY, or if AGENCY directs PROVIDER to respond to a disaster in a neighboring jurisdiction, normal operations shall be suspended, and PROVIDER shall respond in accordance with applicable AGENCY plans/policies. PROVIDER shall use its best efforts to maintain primary emergency ambulance services and may suspend non-emergency services as necessary. When PROVIDER is notified that disaster assistance is no longer required, PROVIDER shall return all its resources to its primary areas of responsibility and shall resume all operations as required under this AGREEMENT.

H. As is reasonable, PROVIDER shall participate in MCI/disaster training/exercises that take place within or otherwise affect the COUNTY.

6.9 Mutual-Aid and Public Safety Standby Services

A. PROVIDER shall respond to other areas outside PROVIDER'S Ambulance Response Zone, if directed by AGENCY or in accordance with mutual aid agreements.

B. PROVIDER shall reasonably furnish standby coverage at emergency incidents within PROVIDER'S Ambulance Response Zone at the request of the 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 public.

6.10 Vehicles

A. PROVIDER shall acquire and maintain all vehicles necessary to perform its services under this AGREEMENT.

B. All ambulance vehicles shall meet the following minimum requirements:

1. May be standard Type I, II, or III.

2. Shall meet or exceed federal and state standards at the time of the vehicle's original manufacture, except where such standards conflict, in which case state standards shall prevail.

3. Shall have similar markings/decals/color schemes.

4. Shall display the "911" emergency telephone number and level of service.

5. Shall be marked to identify the company name but shall not display any telephone number other than "911" or any other advertisement.

C. PROVIDER shall maintain, and provide to AGENCY, a complete listing of all ambulances used in the performance of services under this AGREEMENT.

D. PROVIDER shall schedule regular and preventive maintenance for all its vehicles, consistent with EMS industry standards, and shall furnish all fuel, lubricant, and maintenance services necessary for the safe and reliable operation of said vehicles.

E. PROVIDER shall maintain all ambulances in excellent working condition. Any ambulance with any deficiency that compromises, or may compromise, its performance shall be immediately removed from service.

F. Interior and exterior appearance of PROVIDER'S vehicles shall be clean and operational. PROVIDER shall remove damaged ambulances from service and repair all damage to ambulances in a timely manner.

6.11 Equipment and Supplies

A. PROVIDER shall acquire and maintain all required durable and disposable medical equipment and supplies necessary to perform its services under this AGREEMENT.

B. Each PROVIDER ambulance shall maintain an equipment/supply inventory sufficient to meet federal, state, and AGENCY requirements for its applicable level of service.

C. All PROVIDER equipment/supplies shall be maintained in clean, sanitary, and safe mechanical conditions.

D. PROVIDER 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, and disposal of expired medications and procurement of controlled drugs and substances permitted by AGENCY to be carried and utilized in the provisions of ALS by paramedics. Any incident of non-compliance with controlled substance policies and procedures shall be reported to AGENCY as soon as possible.

E. Contractor shall maintain a record of preventative maintenance, repairs, and strategic replacement of medical equipment, as appropriate and required by AGENCY policies, and shall make such records available to AGENCY upon request.

6.12 Patient Care Records

A. PROVIDER shall initiate electronic patient care reports (ePCRs) and submit required EMS data elements to AGENCY, as required by AGENCY policies.

B. PROVIDER shall make ePCR records available to base, modified base, and/or receiving hospitals, as required by AGENCY policies.

C. PROVIDER shall retain copies of all ePCR records as required by AGENCY policies.

D. PROVIDER may utilize the AGENCY'S ePCR software platform to comply with the requirements in this section of the AGREEMENT. PROVIDER shall reimburse the AGENCY for its costs for utilizing the AGENCY'S ePCR software platform, if applicable. AGENCY will invoice PROVIDER for these fees on an annual basis, and

PROVIDER agrees to reimburse AGENCY for these fees within 30 calendar days of the date of invoice.

6.13 Other Records and Reports

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

B. PROVIDER shall, if operating an ambulance dispatch center, maintain electronically time-stamped communications records on the dispatch of all ambulance vehicles for a minimum of one (1) year. Such records shall be provided to AGENCY upon request.

C. PROVIDER shall provide additional information and reports to AGENCY as may be required for monitoring PROVIDER'S performance under this AGREEMENT.

6.14 Quality Management (QM) Program

A. PROVIDER shall retain/employ a California licensed MD or DO Medical Director to provide medical oversight of PROVIDER'S personnel, and liaison with AGENCY.

B. PROVIDER shall designate a California licensed paramedic or RN Quality Management (QM) Coordinator to act as a liaison between PROVIDER and AGENCY on QM related matters. PROVIDER'S QM Coordinator shall be responsible for managing PROVIDER'S quality assurance/quality improvement activities, assisting in the investigation of unusual occurrences, and regularly participating in AGENCY'S local/regional EMS system meetings. PROVIDER'S QM Coordinator shall be allotted enough scheduled work hours to adequately perform PROVIDER'S QM functions, and to respond to QM related inquiries from AGENCY representatives and/or other EMS system participants in a timely manner.

C. PROVIDER shall develop, implement, and maintain an AGENCY approved written Emergency Medical Services Quality Improvement Program (EMSQIP).

D. PROVIDER'S EMSQIP shall be designed to monitor, assess, and improve the quality/appropriateness of patient care and safety objectively, systematically, and continuously. EMSQIP indicators should be tracked and trended to determine compliance with established thresholds, as well as reviewed for potential issues.

E. PROVIDER'S EMSQIP shall have a process to review activities related to patient care, including:

1. Customer/staff satisfaction.
2. Communications.
3. Equipment maintenance.
4. Response times.
5. Medical procedure success rates.
6. Complete and accurate documentation of EMS care delivered.

F. PROVIDER'S EMSQIP shall have a written policy that outlines a process to identify, document and analyze sentinel events/adverse events with specific goals to improve patient safety and/or quality of patient care that includes follow-up on the results of actions/goals until loop closure is achieved. The process should encourage personnel to report adverse events, without fear of punitive actions for unintentional acts.

G. When PROVIDER'S EMSQIP identifies a need for improvement, PROVIDER shall develop a performance improvement action plan, in cooperation with PROVIDER'S Medical Director, AGENCY'S Medical Director, and other EMS system participants, when applicable.

H. PROVIDER'S EMSQIP shall be reviewed annually for appropriateness to PROVIDER'S operations. A summary of this review, including how the PROVIDER'S EMSQIP addressed the program indicators, shall be provided to AGENCY.

I. PROVIDER'S clinical performance must be consistent with AGENCY approved medical standards, policies, and protocols. Patient transportation and disposition shall be according to AGENCY policies/protocols. Service and care delivered must be

evaluated by PROVIDER'S internal QM program, and as necessary through AGENCY'S QM program to improve and maintain effective clinical performance.

J. Clinical Performance Standards

1. The PROVIDER shall meet the Clinical Performance Standards identified in the AGENCY'S Prehospital Provider Clinical Performance Standards Policy (No. 622 and 622-A), hereby incorporated by reference, and shall be responsible for collecting, monitoring, reviewing, and corrective action tracking of all required Clinical Performance Standards data.

2. The PARTIES agree that, in consultation with the PROVIDER through the AGENCY'S Regional Emergency Medical Advisory Committee (REMAC) process, the AGENCY may reasonably modify the Clinical Performance Standards from time to time during the term of this AGREEMENT. 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 need to be made through amendments to this AGREEMENT but may be implemented by the AGENCY through AGENCY policies after consultation with the PROVIDER as described herein.

3. The PROVIDER shall measure all Clinical Performance Standards identified in the AGENCY'S Prehospital Provider Clinical Performance Standards Policy on a calendar quarter (every 3 month) reporting period basis and submit a Quarterly Clinical Performance Report to the AGENCY no later than the 15th day of the month following the end of the applicable calendar quarter reporting period.

4. The PROVIDER'S Quarterly Clinical Performance Report shall include, at a minimum:

   a. Reporting period and denominator definition (eligible encounters).

   b. Numerator definition (compliant encounters).

   c. Threshold comparison (met/not met).

   d. Narrative summary of trends, contributing factors, and any actions taken.

5. Supporting source documentation shall be made available to the AGENCY upon request, including but not limited to de-identified case review summaries, monitor strips, training rosters, policy changes, and other relevant documentation.

6. The PROVIDER shall take the following actions for each quarterly reporting period occurrence in which the PROVIDER fails to meet the performance threshold for one (1) or more of the Clinical Performance Standards identified in the AGENCY'S Prehospital Provider Clinical Performance Standards Policy:

    a. Identify the driver(s), including but not limited to training gaps, documentation workflow issues, equipment issues, or protocol knowledge deficiencies.

    b. Implement corrective action, including but not limited to targeted education, checklist or process changes, QA feedback loops, or equipment remediation.

    c. Re-measure performance during the next reporting period and document the improvement plan.

7. Upon determination by the AGENCY that the PROVIDER has failed to meet the performance threshold for one (1) or more of the Clinical Performance Standards identified in the AGENCY'S Prehospital Provider Clinical Performance Standards Policy, liquidated damages will be assessed as outlined in Section 6.21 of this AGREEMENT.

8. Liquidated damages will be assessed for each reporting period in which non-compliance continues and shall be in addition to any other remedy available to the AGENCY under this AGREEMENT, including but not limited to corrective action plans, focused audits, directed training, or other appropriate administrative action.

9. Clinical Performance Standards Exemptions:

    a. 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 PROVIDER, and the PROVIDER 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.

b. The PROVIDER 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.

c. The PROVIDER shall submit exemption requests to the Contract Administrator or their designee with the submission of the Quarterly Clinical Performance Report within the timeframe required by this AGREEMENT. Any exception request submitted past this required timeframe will be automatically denied.

d. 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 PROVIDER. 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.

K. PROVIDER shall be responsible for continually assessing the knowledge of its EMT, AEMT, and/or paramedic personnel in AGENCY policies, procedures, and protocols.

L. PROVIDER shall be responsible for assessing the skills competency of its EMT, AEMT, and/or paramedic personnel on a regular basis, as required by California EMS regulations and AGENCY policies.

M. If the PROVIDER or AGENCY Medical Director determines that an EMT, AEMT, or paramedic needs additional training, observation or testing, the PROVIDER and AGENCY Medical Director may create a specific and targeted program of remediation based upon the identified need(s). If there is disagreement between the PROVIDER and AGENCY Medical Director, the decision of the AGENCY Medical Director shall prevail.

6.15 Relationships and Accountability

A. PROVIDER shall exercise its best, good faith efforts to maintain positive working relationships with other EMS system participants in the COUNTY.

B. PROVIDER shall ensure that its personnel work professionally and collaboratively with first responders in the transition of patient care at the scene of an EMS incident.

C. PROVIDER shall designate a single individual as its contact person for first response agencies and other EMS system participants in the COUNTY.

D. PROVIDER shall designate a single individual as its contact person for AGENCY to address day-to-day issues and PROVIDER'S performance under this AGREEMENT.

E. PROVIDER shall restock BLS and ALS supplies, if such supplies are normally carried on PROVIDER'S ambulances, on a one-for-one basis, based on actual patient utilization on calls by first response agencies in the COUNTY.

F. As is reasonable, PROVIDER shall assist in providing continuing education services to first response agencies in the COUNTY.

G. PROVIDER shall make a good faith effort to participate in regular training programs with EMS system participants within the COUNTY.

H. PROVIDER shall provide field ride-along and internship training opportunities for EMT, AEMT, and paramedic students from AGENCY approved training programs.

6.16 Community Education/Prevention

PROVIDER shall work collaboratively with AGENCY, COUNTY, and other EMS system participants to plan and provide public education programs as necessary.

6.17 Safety and Infection Control

A. PROVIDER shall provide its personnel with all training, personal protective equipment (PPE), and immunizations necessary to ensure protection from illness or injury when responding to an emergency medical request.

B. PROVIDER 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. PROVIDER'S personnel shall be trained in prevention and universal precautions.

C. PROVIDER shall notify AGENCY within five (5) business days of any OSHA major enforcement actions, and of any litigation, or other legal or regulatory proceedings in progress or being brought against PROVIDER'S operations.

6.18 Inquiries, Complaints and Unusual Occurrences

A. PROVIDER shall log all service inquiries and complaints and shall provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to limitations imposed by patient confidentiality restrictions. Details of service inquiries/complaints, including PROVIDER'S findings/resolutions, shall be provided to AGENCY upon request.

B. PROVIDER shall report unusual occurrences and personnel investigation related matters in accordance with AGENCY policies.

C. PROVIDER shall complete and submit required reports/notification forms to AGENCY in relation to any of the following occurrences:

1. Equipment failure.
2. Critical vehicle failure.
3. Vehicle accidents involving PROVIDER'S vehicles.

6.19 Statutes, Regulations, Policies, Procedures and Protocols

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

1. Sierra – Sacramento Valley EMS Agency Policy/Protocol Manual.
2. California Health and Safety Code, Division 2.5, Chapter 2, Section 1797 et.seq.
3. California Code of Regulations, Title 13, and Title 22.

4. California Vehicle Code.
5. California Highway Patrol Ambulance Drivers Handbook.
6. California Business and Professions Code.
7. California Government Code.
8. COUNTY'S Ambulance Ordinance.
9. State and Federal OSHA Blood Borne Pathogen Training Requirements.
10. State and Federal OSHA Hazardous Materials Awareness Training Compliance.

6.20 Provider Policies and Procedures

A. PROVIDER shall have written policies and procedures, as applicable to PROVIDER'S operations under this agreement, addressing the following:

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

B. All PROVIDER policies and procedures referenced in this AGREEMENT shall be provided to AGENCY upon request.

6.21 Contract Management/Monitoring Costs and Penalties

A. PROVIDER shall reimburse AGENCY for its expenses related to managing/ monitoring this AGREEMENT, and for the provision of medical direction. PROVIDER shall pay AGENCY an annual fee of $7,500.00 the first year of the Agreement, with a 3% annual increase for subsequent years.

B. AGENCY may impose financial penalties on PROVIDER for minor breaches of this Agreement, as indicated below:

1. A penalty of $500 per occurrence will be assessed when PROVIDER fails to comply with the requirements contained in AGENCY'S EMSQIP Policy.

2. The following penalty(s) will be assessed if PROVIDER is non-compliant with Clinical Performance Standards reporting/requirements outlined in Section 6.14, Item J, of this AGREEMENT,

Category/Finding	Penalty Per Applicable Occurrence
Quarterly or Additional* Reporting Requirement	$100.00 per calendar day past the applicable due date
Level I Finding*	No penalty
Level II Finding*	$1,000.00 per Clinical Performance Standard non-compliance, per reporting period
Level III Finding*	$2,000.00 per Clinical Performance Standard non-compliance, per reporting period

*Failure to provide addition requested data/documentation related to a Level II or Level III Finding by the deadline requested by S-SV EMS, which shall be a minimum of ten (10) calendar days after the request.

**As defined in the AGENCY'S Prehospital Provider Clinical Performance Standards Policy (No. 622).

3. Failure to provide PCR records/data in compliance with AGENCY policies:

   a. A penalty of $50 will be assessed for every instance an Interim Patient Care Report, at a minimum, is not left at the receiving facility prior to crew departure, and/or for every completed PCR not provided/available to the receiving facility within the timeline required by applicable AGENCY policies.

   b. A penalty of $100.00 will be assessed for each calendar day PROVIDER is out of compliance with AGENCY data reporting requirements contained in applicable AGENCY policies.

4. Failure to provide timely reports:

   a. A penalty of $100 per day will be assessed for any report received after the required due date required by this AGREEEMENT and/or AGENCY policies.

   b. A penalty of $100 per day will be assessed for all other AGENCY documentation requests received later than five (5) business days from the date of request (unless a later date is agreed to by PROVIDER and AGENCY).

C. Invoicing and payment of assessed penalties:

1. AGENCY shall invoice PROVIDER for any penalties within 30 calendar days following AGENCY'S determination that a penalty should be assessed. PROVIDER shall pay AGENCY within 30 calendar days of receipt of such invoice.

2. AGENCY and PROVIDER shall make a good faith effort to resolve any disputes regarding invoiced penalties within this 30-day period. If the parties are unable to resolve the dispute within that 30-day period, the invoice shall be paid in full and future invoices shall be adjusted to reflect the subsequent resolution of the dispute.

3. Failure by AGENCY to assess or impose any penalties at any point, for any reason, does not impact AGENCY'S right to do so in the future; however, AGENCY shall not impose penalties retroactively greater than 90 calendar days. Payment of any

penalty does not release PROVIDER from any other liability related to the breach that resulted in the penalty imposition.

SECTION 7: MATERIAL BREACH OF AGREEMENT

7.1 Notice of Default

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

7.2 Material Breach

A. Material breach is defined as: An infraction or violation of an obligation or requirement as set forth within this AGREEMENT.

B. Conditions which shall constitute a material breach of this AGREEMENT by PROVIDER shall include, but are not limited to, the following:

1. Repetitive and unremedied non-compliance with ambulance response time standards set forth in applicable AGENCY policies.

2. Intentional falsification or omission of data or information supplied to AGENCY by PROVIDER, which effects or has the effect of misrepresenting PROVIDER'S performance under this AGREEMENT.

3. Failure of PROVIDER to maintain in force throughout the term of the AGREEMENT, including any extensions thereof, the insurance coverage required herein.

4. Multiple or unremedied failures by PROVIDER to correct any minor breach of this AGREEMENT, within a reasonable period of time after written notice from AGENCY.

5. Any act or omission of PROVIDER, which, in the reasonable opinion of AGENCY'S Medical Director, poses a serious risk to public health and safety.

6. Filing of a bankruptcy petition by or against PROVIDER, alleging that PROVIDER is or will become insolvent; appointment of a trustee or receiver for PROVIDER or for any of PROVIDER'S property; a general assignment by PROVIDER for the

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

7. Material failure of PROVIDER to operate the ambulance service in a manner which enables PROVIDER to remain in compliance with the requirements of applicable federal, state, county, city, and/or AGENCY laws, rules, and regulations. Minor infractions of such requirements shall not constitute a material breach of this AGREEMENT.

8. Willful, chronic, or repeated material failure to comply with any obligation made in this AGREEMENT, if the AGENCY determines that such failure endangers the public health and safety as defined by governing law.

7.3 Dispute Resolution

A. If PROVIDER commits a material breach of this AGREEMENT, then AGENCY, following the procedures set forth herein and with the approval of AGENCY'S JPA Governing Board, may terminate this AGREEMENT, remove PROVIDER from its position as ambulance provider and/or take remediation measures as set forth herein.

B. If AGENCY has reason to believe that a material breach may have occurred, AGENCY may conduct such investigation as may be appropriate to enable AGENCY to make a preliminary determination as to whether a material breach has occurred and whether such breach presents a danger to the public health and safety. If AGENCY makes a preliminary determination that a material breach has occurred, AGENCY shall give PROVIDER written notice of such determination. The notice shall specify the grounds upon which the preliminary determination is based, including both AGREEMENT provisions that are alleged to have been breached and the alleged facts that support such a finding, and shall indicate whether the alleged material breach presents a danger to the public health and safety. The notice shall grant PROVIDER: (a) ten (10) business days to provide information to AGENCY that rebut the preliminary determination; or (b) forty-five (45) calendar days to cure if there is not imminent risk to the public health and safety ("Cure Period"). Upon a request by PROVIDER, AGENCY may extend the Cure Period.

C. If PROVIDER fails to rebut the preliminary determination of AGENCY or remedy the material breach within the Cure Period, AGENCY shall schedule a public hearing on the matter before AGENCY'S JPA Governing Board. The JPA Governing Board shall give to PROVIDER written notice of hearing within 72 hours, specifying the date, time, and place of the hearing and the general nature of the matter to be heard, at least fourteen (14) calendar days prior to the hearing. The hearing shall be held as scheduled, except that upon a request by PROVIDER, the hearing may be rescheduled, one (1) time only.

D. The AGENCY'S JPA Governing Board shall make a decision as follows:

1. The JPA Governing Board shall set forth a recommended finding on the issue of whether a material breach has occurred.

2. If the JPA Governing Board recommends a finding that a material breach has occurred, the JPA Governing Board shall specify AGREEMENT provisions that have been breached and the facts upon which the findings are based.

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

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

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

G. If AGENCY'S JPA Governing Board decides that there has been a material breach presenting a danger to the public health and safety, the JPA Governing Board may

terminate the AGREEMENT, remove PROVIDER from its position as ambulance provider and/or take remediation measures as set forth herein.

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

I. PROVIDER shall not be prohibited from disputing any such finding by AGENCY'S JPA Governing Board of material breach through litigation.

J. AGENCY'S JPA Governing Board shall be the final authority, subject to judicial review.

SECTION 8: REMEDIATION MEASURES

8.1 Remediation Measures Cooperation

A. PROVIDER shall cooperate completely and immediately with AGENCY'S JPA Governing Board JPA and its agents to affect any immediate remediation measures ("Remediation Measures"), which may include:

1. Creation of a remediation plan that requires PROVIDER to meet certain objectives within specific time periods and established specific consequences for PROVIDERS failure to meet the objectives. Any cost associated with the "remediation plan" development or implementation will be at the PROVIDER'S sole expense.

2. "Remediation Plans" developed by the PROVIDER will be submitted to the AGENCY in writing within ten (10) business days of request, provided PROVIDER'S deficiency does not pose an imminent risk to the health and safety of the COUNTY population.

SECTION 9: INSURANCE

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

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:

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

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

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

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

GENERAL LIABILITY INSURANCE:

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

    1) Contractual liability insuring the obligations assumed by PROVIDER in this Agreement.

B. One of the following forms is required:

    1) Comprehensive General Liability;

    2) Commercial General Liability (Occurrence); or

3) Commercial General Liability (Claims Made).

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

1) One million dollars ($1,000,000) each occurrence.

2) Two million dollars ($2,000,000) aggregate.

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

1) The limits of liability shall not be less than:

a) One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage).

b) Two million dollars ($2,000,000) for Products-Completed Operations.

c) Two million dollars ($2,000,000) General Aggregate.

E. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars ($2,000,000).

F. Special Claims Made Policy Form Provisions:

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

1) The limits of liability shall not be less than:

a) One million dollars ($1,000,000) each occurrence (combined single limit for bodily injury and property damage).

b) Two million dollars ($2,000,000) aggregate for Products Completed Operations.

c) Two million dollars ($2,000,000) General Aggregate.

2) The insurance coverage provided by PROVIDER shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide

insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

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

ENDORSEMENTS:

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

A. "The Sierra-Sacramento Valley EMS Agency and County of Tehama, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by PROVIDER, including any excess liability or umbrella form coverage, is primary coverage to the Sierra-Sacramento Valley EMS Agency and County of Tehama with respect to any insurance or self-insurance programs maintained by the Sierra-Sacramento Valley EMS Agency and County of Tehama no insurance held or owned by the Sierra-Sacramento Valley EMS Agency and County of Tehama shall be called upon to contribute to a loss."

C. “This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Sierra-Sacramento Valley EMS Agency.”

AUTOMOBILE LIABILITY INSURANCE:

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

MEDICAL MALPRACTICE LIABILITY INSURANCE:

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

ADDITIONAL REQUIREMENTS:

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

Policy Deductibles – PROVIDER shall be responsible for all deductibles in all of PROVIDER'S insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be $25,000.

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

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

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

SECTION 10: PROVIDER REQUIREMENTS

10.1 Non-Discrimination

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

10.2 Drug-Free Workplace

A. PROVIDER shall maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Employees who are under the influence of drugs or alcohol on the job compromise PROVIDER'S interest, endanger their own health and safety and the health and safety of others, and can cause a loss of efficiency, productivity, or a disruptive working environment. As a condition of this AGREEMENT, each PROVIDER employee must abide by this policy. PROVIDER is required to have a drug-free workplace policy pursuant to the Federal Drug-Free Workplace act of 1998, 41 U.S.C., section 701et seq., and the California Drug-Free Workplace Act of 1990, Government Code section 8535.

10.3 Transferability

A. PROVIDER shall not assign its rights or delegate its duties hereunder without the prior express written authorization of AGENCY. This AGREEMENT is NOT transferable by

PROVIDER to another PROVIDER, entity, corporation, company, business or municipality without the prior express written authorization of AGENCY.

10.4 Independent Contractor

A. In the performance of this agreement, PROVIDER, its agents and employees are, at all times, acting and performing as independent contractors, and this agreement creates no relationship of employer and employee as between COUNTY or AGENCY and PROVIDER. PROVIDER agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY or AGENCY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY and AGENCY employees.

10.5 Confidentiality

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

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

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

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

E. PROVIDER understands and agrees that although HIPAA requires these paragraphs to be included in Business Associate Agreements, 42 D.F.R. 2.11 requires qualified service organizations to abide by the Federal Drug and Alcohol Regulations which prohibit such organizations from disclosing any patient identifying information even to an agent or subcontractor without patient authorization or court order.

10.6 Amendments

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

10.7 Notices

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

To PROVIDER: St. Elizabeth Community Hospital
Attention: President
2550 Sister Mary Columba Drive
Red Bluff, CA 96080

With a copy to: CommonSpirit Health Legal Team
330 N. Brand Boulevard, Suite 400
Glendale, CA 91203

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

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

By _____ Date 9-2-2026
John Poland
Regional Executive Director

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

For **ST. ELIZABETH COMMUNITY HOSPITAL**

By _____ Date 09/02/2026
Rodger Page, President

EXHIBIT A – Tehama County Non-Exclusive Ambulance Zone

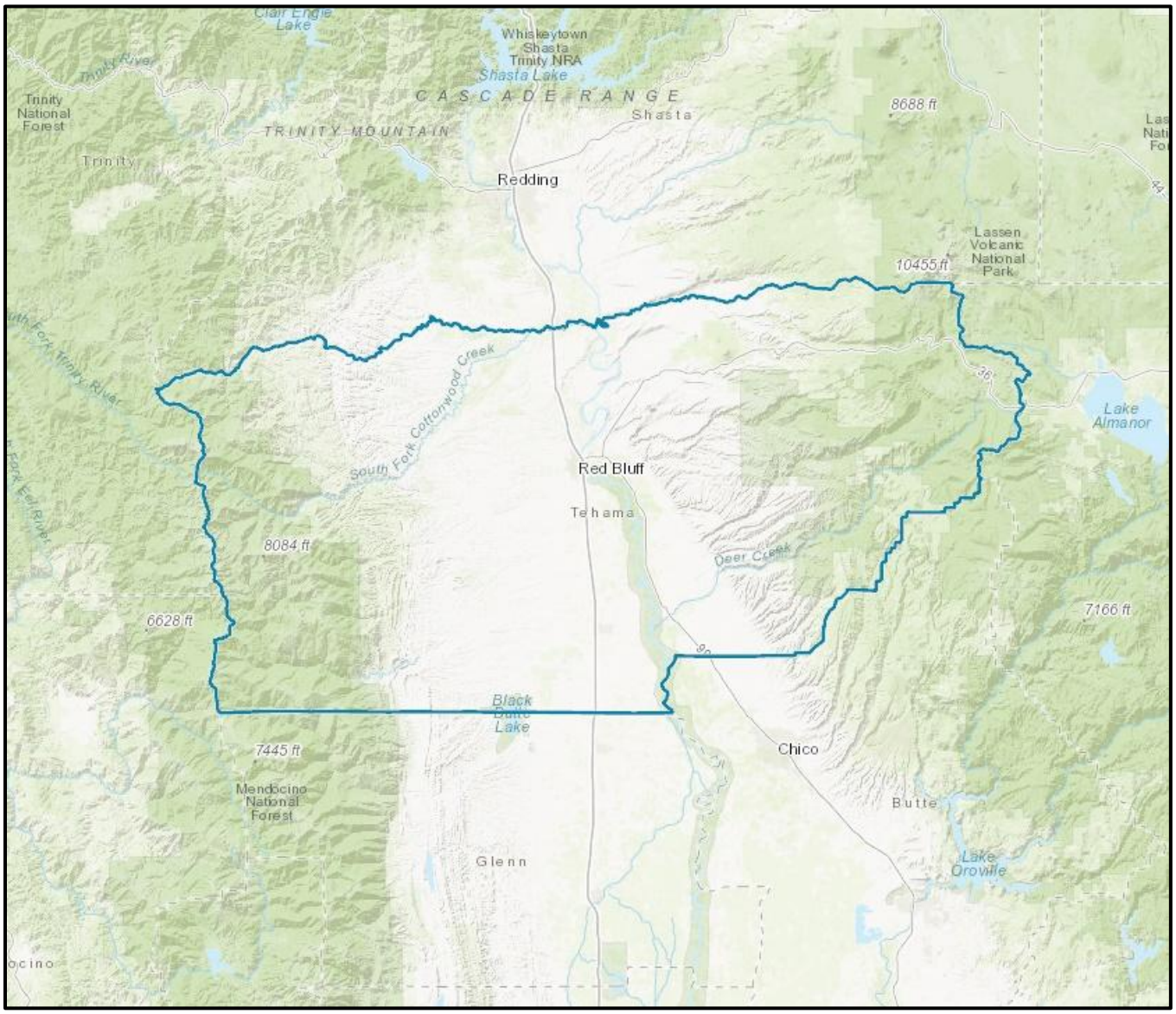

EXHIBIT B – St. Elizabeth Ambulace Ambulance Rates – 10/1/2026

ALS-E Base Rate = $6,075

ALS-NE Base Rate - $5,354

ALS-E 2 Base Rate = $6,584

BLS – E Base Rate = $2,759

BLS – NE Base Rate = $2,323

Milage Rate = $170 per mile

Non-Exclusive Ground Ambulance Services Agreement - v.2 (Final Draft 8.21.2026)(5206509.3) (1)

Final Audit Report 2026-09-02

Created:	2026-08-27 (Mountain Daylight Time)
By:	Kerry Littlefield (kerry.littlefield@commonspirit.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfqX_jxsdJl1gUlXbqlX_FzrDwRrOY-6e

"Non-Exclusive Ground Ambulance Services Agreement - v.2 (Final Draft 8.21.2026)(5206509.3) (1)" History

Document created by Kerry Littlefield (kerry.littlefield@commonspirit.org)
2026-08-27 - 2:16:50 PM MDT- IP address: 162.135.0.6

Document emailed to rodger.page@commonspirit.org for signature
2026-08-27 - 2:17:48 PM MDT

Email viewed by rodger.page@commonspirit.org
2026-08-27 - 2:19:18 PM MDT- IP address: 74.125.209.132

Email viewed by rodger.page@commonspirit.org
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Email viewed by rodger.page@commonspirit.org
2026-08-30 - 5:29:29 PM MDT- IP address: 74.125.209.132

Agreement viewed by rodger.page@commonspirit.org
2026-09-02 - 10:22:38 AM MDT- IP address: 162.135.0.6

Signer rodger.page@commonspirit.org entered name at signing as Rodger Page
2026-09-02 - 10:26:08 AM MDT- IP address: 162.135.0.6

Rodger Page (rodger.page@commonspirit.org) has agreed to the terms of use and to do business electronically with CommonSpirit Health
2026-09-02 - 10:26:10 AM MDT- IP address: 162.135.0.6

Document e-signed by Rodger Page (rodger.page@commonspirit.org)
Signature Date: 2026-09-02 - 10:26:10 AM MDT - Time Source: server- IP address: 162.135.0.6 - Signature Appearance Selected: DRAW

Agreement completed.

2026-09-02 - 10:26:10 AM MDT