

**ASSIGNMENT OF AGREEMENT CONCERNING
9-1-1 EMERGENCY AMBULANCE SERVICES AGREEMENT**

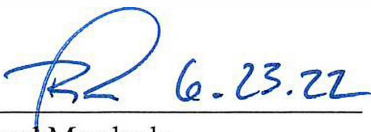
For value received, the Mountain Valley Emergency Medical Services Agency (“Assignor”) assigns, transfers, and conveys to the County of Stanislaus (“Assignee”), all of Assignor's right, title, and interest in, and the responsibility to perform all Assignor’s duties and obligations of, that certain contract between Assignor and Westside Community Health Care District (“Contractor”), effective January 1, 2020 (the “Contract”). A copy of the Contract is attached as **Exhibit A** and incorporated by reference. The effective date and time of this assignment is July 1, 2022, at 12:00 a.m.

Assignor warrants that the Contract is in full force and effect and that no party is in breach of the Contract. Assignor further warrants that Assignor is in full compliance with all the terms and conditions of the Contract, that Assignor has the right to assign the Contract, and that Assignor has not assigned or encumbered all or any part of Assignor's rights under the Contract.

Assignee agrees to indemnify, defend, and hold Assignor harmless from any and all liabilities, claims, causes of action, or expenses with respect to the Contract to the extent relating to or caused by acts, events, omissions, or conditions arising after the date of this assignment. Assignor agrees to indemnify, defend, and hold assignee harmless from any and all liabilities, claims, causes of action, or expenses with respect to the Contract to the extent relating to or caused by acts, events, omissions, or conditions occurring on or prior to the date of this assignment.

COUNTY OF STANISLAUS

MOUNTAIN VALLEY EMERGENCY
MEDICAL SERVICES AGENCY


By:  6-23-22
Richard Murdock
Chief of Emergency Services

By:  6/28/22
Cindy Murdaugh
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  6-23-22
Lori K. Sicard
Deputy County Counsel

By: 
Derek P. Cole
General Counsel

ACKNOWLEDGEMENT

I, _____, acknowledge and consent to the assignment of the Contract from Assignor to Assignee on behalf of the Contractor.

By: _____

Title: _____

Exhibit A



**Agreement with Westside Community Healthcare District for
9-1-1 Emergency Ambulance Services within Stanislaus
County Zone A**

January 1, 2020

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AGREEMENT WITH WESTSIDE COMMUNITY HEALTHCARE DISTRICT FOR 9-1-1 EMERGENCY AMBULANCE SERVICES WITH ADVANCED LIFE SUPPORT AND BASIC LIFE SUPPORT TRANSPORT SERVICES IN STANISLAUS COUNTY ZONE A

This Agreement ("Agreement"), entered into this _____ day of _____, 2019, by and between the **MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY**, a Joint Powers Authority formed in 1981 including the Counties of Alpine, Amador, Calaveras, Mariposa and Stanislaus, hereinafter called "**MVEMSA**" and **Westside Community Healthcare District**, a California corporation, hereinafter called "**Contractor**";

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, MVEMSA has determined that the level of service prescribed herein is the most appropriate and efficient manner of exercising the authority contained in Welfare & Institutions Code 17000, Health & Safety Code Section 1797, et seq., and Title 22 of the California Code of Regulations; and

WHEREAS, MVEMSA has determined that requests for emergency ambulance service shall be met through an integrated system of paramedic equipped and staffed ambulances and volunteer, EMT and paramedic equipped and staffed fire department first response vehicles; and

WHEREAS, MVEMSA has designated Valley Regional Emergency Communications Center, ("VRECC") an Accredited Center of Excellence dispatch center, (dispatch) to provide emergency medical dispatch services to all ambulances throughout the County of Stanislaus; and

WHEREAS, Division 2.5 of the Health and Safety Code Sections 1797.224 and 1797.85 allows the MVEMSA to create Exclusive and non-exclusive Operating Areas for emergency ambulance service and for advanced life support and contract with an ambulance provider through grandfathering for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, Section 6.70.030 of Stanislaus County Code "Ambulance Ordinance" establishes that Exclusive Operating Areas and/or Non-exclusive Operating Areas shall be designated; and Section 6.70.040 establishes that those providing ambulance services must have an Ambulance Provider Agreement with the local EMS agency, and Section 6.70.060 establishes that the Ambulance Provider Agreement shall address minimum standards.

WHEREAS, the MVEMSA has created exclusive and non-exclusive operation areas within its current Emergency Medical Services Plan; and

WHEREAS, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Stanislaus has designated the MVEMSA to develop a written agreement with a qualified paramedic service provider to provide services, and participate in the advanced life support (“ALS”) program in Stanislaus County; and

WHEREAS, Title 22, California Code of Regulations, Section 100168, Division 9, Chapter 4, Article 6, requires a written agreement for Services; and

WHEREAS, MVEMSA and Contractor wish to enter into this performance-based Agreement for the Contractor’s provision of 9-1-1 emergency ambulance services with ALS transport; and

WHEREAS, Contractor’s emergency ambulance services shall be provided at the ALS level, until such time a tiered ALS and BLS system is developed; and

WHEREAS, the Parties agree that Contractor shall respond to all emergency and advanced life support (“ALS”) ambulance services calls including 9-1-1 Emergency Ambulance Services with ALS and BLS Transport within the Stanislaus County EOA’s and non-EOAs, as provided for in Section 1797.224 of the California Health and Safety Code; and

WHEREAS, the Parties agree that Contractor shall also be responsible for providing Mutual Aid response as described in this Agreement; and

WHEREAS, the Parties agree that Contractor is authorized as part of this agreement to provide non-exclusive Basic Life Support, Advance Life Support and Critical Care Transport Interfacility Transport services throughout the County; and

WHEREAS, the Parties agree that Contractor shall provide related services as described in this Agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 Agreement Administration

The Mountain Valley EMS Agency ("MVEMSA") shall represent the County in all matters pertaining to this Agreement and shall serve as the Agreement Administrator on behalf of MVEMSA and the County. MVEMSA Executive Director or her/his designee may:

- A. Audit and inspect the Contractor's operational, finance, patient care, and personnel records;
- B. Monitor the Contractor's EMS service delivery and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and MVEMSA policies and procedures; and
- C. Provide technical guidance and/or direction, as MVEMSA deems appropriate.

1.2 Agreement Term

This Agreement shall begin on January 1, 2020 at 00:00:00 hours, Pacific Standard Time and its initial term shall end at 23:59:59 hours, Pacific Standard Time on December 31, 2024.

1.3 Conditions for Extension of the Agreement

MVEMSA may extend this Agreement for a second 5-year term which shall end at 00:00:00 hours Pacific Standard Time on December 31, 2029. MVEMSA and Contractor agree that Contractor's performance in meeting and/or exceeding the terms and conditions of the Agreement shall be the determining factor considered relative to granting of the Agreement extension.

- A. The County's Emergency Medical Services Committee ("EMSC") shall annually approve a report submitted by MVEMSA Executive regarding its observations and recommendations following its review of the Contractor's annual performance in each of the following categories:
 - 1. Overall compliance with the terms and conditions this Agreement;
 - 2. Compliance with Response Time Standards;
 - 3. Effectiveness of quality management program in assuring the consistent delivery of high-quality clinical care;
 - 4. Financial stability;

5. Cooperation of Contractor's personnel in collaborating with MVEMSA and system stakeholders to deliver efficient, effective and compassionate prehospital care to the residents and visitors of the County;
 6. Customer satisfaction; and
 7. Community engagement, including education and prevention activities.
- B. MVEMSA shall review the observations and recommendations of the EMSC and the MVEMSA Executive Director shall inform the Contractor in writing not later than one year prior to the expiration of this Agreement of the approval or denial of the 5-year term extension.

SECTION 2: NOTICES

2.1 Agreement Communication

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

- A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.
- B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- C. Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- D. Telex, facsimile, or electronic mail transmission: When sent by telex, facsimile, or electronic mail to the last telex, facsimile number or electronic mail address of the recipient known to the party giving notice, notice is effective on receipt, provided that:
 - a.) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery; or
 - b.) the receiving party delivers a written confirmation of receipt.Any notice given by telex, facsimile, or electronic mail shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To MVEMSA: Mountain-Valley Emergency Medical Services Agency
Attn: MVEMSA Executive Director
1101 Standiford Ave, Suite D1
Modesto, CA 95350

To Contractor: Dennis Brazil
President, Westside Community Healthcare District
PO Box 746
Newman, CA 95360

- E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

2.2 Change of Contact Information

Any party may change its address, telex, facsimile number, or electronic mail address by giving the other party notice of the change in any manner permitted by this Agreement.

SECTION 3: ROLES AND RESPONSIBILITIES

3.1 Services to be Performed by Contractor

- A. 9-1-1 Emergency Ambulance Services with Advanced Life Support (ALS) and Basic Life Support (BLS) Transport.
1. Contractor, under the general direction of the Executive Director of the Mountain-Valley Emergency Medical Services Agency ("MVEMSA") shall provide 9-1-1 emergency ambulance services with advanced life support ("ALS") transport and Basic Life Support (BLS) transport within the County of Stanislaus non-exclusive operating area Zone A (Exhibit 2). In addition, Contractor is hereby granted the right to be the non-exclusive provider of 9-1-1 emergency and advanced life support ("ALS") ambulance services and Basic Life Support (BLS) transport services within the County Zone A as provided for in Sections 1797.224 of the California Health and Safety Code.
 2. MVEMSA has determined that the highest level of county-wide emergency medical response is provided by a system using agreements between fire services Emergency Medical Responder (EMR), EMT and Paramedic response, and an EMT/paramedic ambulance service. Contractor shall negotiate to include fire first

responder agencies as an integrated part of its deployment plan able to meet the response time standards as outlined in Exhibit 5.

1. MVEMSA shall enter into written Operations Agreements with fire agencies interested in participating in this Agreement that provide services within Contractors authorized response zone.
 2. Fire Agencies shall agree to the terms of this Agreement including but not limited to:
 - i. Assess all patients and begin treatments according to protocol
 - ii. Reduce incoming ALS ambulance to Code 2, if emergency response is unnecessary
 - iii. Meeting response time requirements as identified in Section 5.2,F
 - iv. Complete an electronic patient care record ("ePCR") on all medical responses, or for EMR agencies complete a National Fire Incident Reporting System report (NFIRS)
 - v. Participate in MVEMSA quality improvement program
 - vi. Accountability via First Watch surveillance platform (FirstWatch and FirstPASS)
 3. The MVEMSA and Fire Operations Agreement shall be consistent with the terms and conditions of this Agreement.
3. Contractor shall perform the following services to the satisfaction of MVEMSA:
1. Contractor shall furnish 9-1-1 Emergency Ambulance Services with Advanced Life Support (ALS) transport services for the entire population of Zone A. All of Contractor's 9-1-1 ambulance response services shall be provided at the ALS level, unless approved by MVEMSA Medical Director.
 2. Contractor shall provide 9-1-1, emergency and ALS ambulance services, without interruption, 24-hours per day, 7 days per week, 52 weeks per year, for the full term of the Contract. Contractor shall provide all of its services without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex, or ability to pay.
 3. Medical 9-1-1 calls for Emergency Medical Services originating in the Contractor's authorize response zones will be referred to Contractor.

4. Contractor shall utilize the Valley Regional Emergency Communications Center (“VRECC”), an MVEMSA authorized, ACE accredited 9-1-1 secondary public safety answering point dispatch center for all ambulance services in Stanislaus County. The Contractor shall ensure that all requests for Non-Emergency Interfacility Transfers are processed through an EMD dispatch center. The Contractor is required to enter into an agreement with the Authorized EMS Dispatch Center to provide dispatch services prior to the implementation date of the Ambulance Provider Agreement.
5. Contractor shall follow all MVEMSA Policies and Procedures. Upon signing this Agreement, Contractor acknowledges it has received a Notice to Proceed once the Agreement is signed by both parties and Contractor shall follow its Implementation Schedule as approved by MVEMSA.
6. Contractor shall ensure that relevant and frequent educational courses are available to assist field personnel in maintaining certification/licensure as required by this Agreement, and as defined in California Code of Regulations, Title 22, Division 9, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the quality improvement system.
7. Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with MVEMSA’s quality improvement system.
8. Contractor shall collaborate with system stakeholders in pilot or research programs as agreed with the MVEMSA Medical Director and authorized by the MVEMSA Executive Director. The MVEMSA must approve all pilot or research programs. Contractor agrees that its participation in pilot or research programs shall entail no additional cost to the County. Contractor further agrees that services provided under pilot or research programs shall be in addition to the other services described herein. If a pilot or research program would have a financial impact on Contractor, MVEMSA agrees to meet and confer with Contractor over that impact including implementation and ongoing cost mitigation. This may include jointly proposing to the EMSC the utilization of funds from the Technology and Equipment Upgrade Fund for implementation.
9. As regulations allow, Contractor shall work with MVEMSA to develop a Community Paramedic program based on a needs assessment within Contractor’s response zones.

4. In consideration for providing ambulance services in accordance with the terms described herein, Contractor is entitled to be a Basic Life Support Ground Ambulance Service Provider for Non-Emergency Interfacility Transfer requests throughout Stanislaus County.

3.2 ALS Mandate

- A. Contractor shall utilize ALS Ambulances to provide services under this Agreement on a twenty-four (24) hour per day basis in response to all life-threatening emergencies, non-life-threatening emergencies and non-emergency interfacility transfers requiring ALS Transport when dispatched by an authorized EMS dispatch center.
- B. Each ALS Ambulance shall be staffed with two personnel, at least one of whom shall be licensed, and Stanislaus County accredited as a paramedic. The second crew member shall be another licensed paramedic or certified EMT who has completed an additional curriculum approved by the MVEMSA. Notwithstanding any other provision of this Agreement, because this Agreement requires the Contractor to respond at the ALS level to all emergency calls, the Contractor shall bill the ALS rate except where prohibited by law (e.g., Medicare or Medicaid), or where a patient meets Contractor's Compassionate Care Policy.
- C. Contractor will assist MVEMSA to explore the efficiency and financial viability of implementing a two-tiered system in Stanislaus County in collaboration with dispatch. 9-1-1 emergency medical requests will be evaluated through the EMD process, based on protocols approved by the MVEMSA Medical Director, to determine the acuity of the patients and will determine the level of the response, which may in the future include a BLS level ambulance 9-1-1 response.

3.3 Stand-by Services

- A. Contractor shall provide, at no charge to County or the requesting agency, ambulance and/or Field Supervisor stand-by services at the scene of an emergency incident within Contractor's authorized response zone where there may be an imminent life threat when directed by the dispatch center or upon request of a public safety agency Incident Commander.
- B. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by unless released by the Incident Commander or dispatch.
- C. Stand-by periods exceeding two (2) hours shall be approved by the MVEMSA Executive Director or her/his designee. A standby longer than two (2) hours may trigger the necessity for response time exemptions.

3.4 Mutual Aid

- A. Regional, State, or Federal mutual aid requests. Contractor must respond to requests for mutual aid made at the Regional, State, or Federal levels as part of the Regional, State and/or Federal response system, if directed to do so by the MVEMSA Executive Director, her/his designee, or the MHOAC unless the request would fundamentally cause immediate failure of service to the Contractor's authorized response zone. Any mutual aid refusal must be in consultation with the MVEMSA Executive Director or her/his designee.

- B. In-County or neighboring jurisdiction Mutual Aid requests. Contractor shall respond to in-county or neighboring jurisdiction Mutual Aid which may be requested through dispatch or the MVEMSA Executive Director or her/his designee, unless the Field Supervisor or dispatch can verify that a given request would cause immediate failure of service to the Contractor's authorized response zone. All Mutual Aid refusals are to be reported to the MVEMSA Executive Director the next business day following the refusal. Contractor shall maintain and document:
 - 1. The number and nature of Mutual Aid responses it makes into any neighboring jurisdiction; and,

 - 2. The number and nature of Mutual Aid responses made by other ambulance providers to calls originating within the Contractor's authorized response zone.

- C. Contractor shall not be held accountable for Emergency Response Time compliance for any Mutual Aid assignment originating outside the authorized response zone and these calls will not be counted in the total number of calls used to determine Response Time compliance.

- D. It is the MVEMSA desire to ensure that mutual aid does not cause a negative impact on Contractor or other ambulance providers. Should any ambulance provider report an adverse impact, MVEMSA, and impacted parties will agree to engage in a discussion to evaluate such level of mutual aid service between the agencies and all impacted parties will be involved in developing solutions to discuss usage reduction, if any are required.

3.5 Disaster Preparedness, Assistance, and Response

- A. Multi-casualty/Disaster Response:

Contractor shall cooperate fully with MVEMSA in rendering emergency assistance during disasters, or in multi-casualty incident responses as identified in MVEMSA's plans. Contractor's personnel shall perform in accordance with appropriate MVEMSA multi-casualty response plan(s) and the Incident Command System (ICS). Contractor shall be involved in disaster preparedness planning for the County's Operational Area and provide support to the State of California Governor's Office of Emergency Services Region 4 if requested through proper channels unless the request would cause immediate failure of service to the Contractor's authorized response zone. Any refusal

must be in consultation with the MVEMSA Executive Director or her/his designee. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with and following direction provided by the MVEMSA Executive Director or County Health Officer in accordance with their respective authority and/or that of their designee as it relates to their shared responsibility as the MHOAC.

B. Emergency Operations Plan:

Contractor shall be prepared to fulfill its role in the County's Emergency Operations Plan and MCI plans.

C. Continuity of Operations:

Contractor shall submit a Continuity of Operations Plan (COOP) to the MVEMSA Executive Director for approval, before the start of service. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.

D. Incident Notification:

Contractor shall have a mechanism in place to communicate current field information to appropriate County staff during multi-casualty, disaster response, hazardous materials incidents, and other unusual occurrences as specified and approved by the MVEMSA Executive Director.

E. Emergency Recall of Workforce:

Contractor shall have the ability to efficiently and effectively recall personnel to increase ambulance deployment to meet demand for service within the authorized response zone.

F. Personal Protective Equipment:

1. Contractor shall provide personal protective equipment for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum Personal Protective Equipment (PPE) for Ambulance Personnel in California, as well as all other applicable State and Federal requirements.

G. In the event MVEMSA or Stanislaus County declares a disaster within the County:

1. If requested, Contractor shall make best efforts to assign and deploy at least one (1) Field Supervisor or Manager to work closely with the MHOAC.
2. In the event MVEMSA directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended if approved by the MVEMSA Executive Director. Contractor shall use its best efforts to maintain primary emergency services.

3. Contractor shall follow the direction of the MVEMSA Executive Director or her/his designee during a disaster.
4. During a disaster proclaimed by the County, the MVEMSA Executive Director will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from Response Time criteria. Such exemptions shall not be unreasonably withheld if Contractor can demonstrate the system impact of the disaster. When notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area(s) of responsibility and shall resume all operations in a timely manner.

3.6 Interagency Training for Exercises/Drills

Contractor shall be required to participate in any MVEMSA approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

3.7 Deployment of Ambulance and Other Contractor-Managed Disaster Resources

A. Contractor shall deploy ambulances, strike teams, and other resources, as directed by the MVEMSA Executive Director, her/his designee, or the MHOAC, via the MHOAC and Regional Disaster Medical Health Coordination (“RDMHC”) mutual aid system unless the request would cause immediate failure of service to the Contractor’s authorized response zone. Any mutual aid refusal must be in consultation with the MVEMSA Executive Director or her/his designee.

B. Ambulance Strike Team

To the best of its ability, Contractor will participate in the Ambulance Strike Team (“AST”), Medical Task Force, and the Ambulance Strike Team Leader (“ASTL”) program and will work with MVEMSA, the RDMHC, and State EMS Authority staff to ensure that trained, vetted, and fully carded ASTL staff as approved by MVEMSA are on duty daily to fulfill any requests.

3.8 Air Ambulance Service

- A. County does not expect Contractor to provide air ambulance services and reserves the right to enter into separate transport agreements with air ambulance providers.
- B. Notwithstanding any other provision of this Agreement, MVEMSA may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s), in accordance to MVEMSA policies.
- C. Air transport shall not be utilized for patient transport when a ground ambulance is at scene and transport time by ground ambulance to the most accessible emergency medical facility equipped, staffed, and prepared to administer care appropriate to the

needs of the patient is the same or less than the estimated air transport time and in accordance to MVEMSA policies.

3.9 Response and Transport Exceptions and Limitations

A. Response:

1. As outlined in this Agreement, Contractor has an obligation to respond to all emergency medical requests in the authorized response zone and provide at scene care and ambulance transport in accordance with MVEMSA policy except for Mutual Aid requests.
2. Although Contractor's primary responsibility is to provide ALS ambulance transportation services, Contractor will occasionally arrive at scene in the absence of public safety responders. In such cases, Contractor shall assume incident command, and will provide first response, patient care, transportation services, and incident management until the appropriate public safety responder having primary investigative authority arrives at scene and assumes incident command. Pursuant to the California Health and Safety Code, including Sections 1798.6 (a) and 1797.220, the MVEMSA delegates to Contractor's first arriving Field Supervisor the authority and responsibility to function as the authority for patient health care management at the scene of the emergency, when that Field Supervisor is at scene.
3. Contractor may temporarily provide service utilizing one or more BLS ambulances under the following circumstances: 1) all of Contractor's available ALS ambulance resources are committed to active incidents, or 2) in the event of a mass casualty incident as authorized by MVEMSA. In each such circumstance Contractor shall promptly notify the MVEMSA Duty Officer on-call. Each BLS ambulance shall be staffed by a minimum of two (2) EMTs.

B. Transport:

1. Contractor shall be required to transport patients from all areas of the authorized response zone, in accordance with MVEMSA Policies and Procedures.
2. Contractor personnel are prohibited from influencing a patient's destination selection other than as outlined in the MVEMSA policy & procedures.

SECTION 4: DEPLOYMENT

4.1 Ambulance Deployment System Status Plan

A. Requirements:

1. Contractor's Response Time obligations are for a performance-based approach rather than a "level of effort" undertaking involving defined locations and/or staffing patterns. Contractor shall commit to and shall be responsible for deploying and employing whatever level of effort is necessary to achieve the clinical Response Time requirements for ambulance service requests located within the authorized response zone. Contractor shall deploy ambulance resources in a manner consistent with this goal. Ambulance System Status Plans ("SSP") will be reviewed by MVEMSA. The plan will describe:
 - a. Proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week;
 - b. 24-hour and system status management strategies;
 - c. Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as an MCI or high flu season. Include a process that identifies how additional ambulance hours will be added by the Contractor if the Response Time performance standard is not met;
 - d. Maps identifying proposed ambulance station(s) and/or post locations within the geographic zones within the Response Time compliance areas;
 - e. Work force necessary to fully staff ambulances identified in the deployment plans;
 - f. Any planned use of on-call crews;
 - g. Ambulance shifts and criteria to be used in determining shift length;
 - h. Any mandatory overtime requirements;
 - i. Record keeping and statistical analyses to be used to identify and correct Response Time performance problems; and
 - j. Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.

2. A 911, ALS or BLS system ambulance may not be used for non-emergency interfacility transfer requests unless approved by the MVEMSA duty officer.
- B. Contractor shall provide a sufficient number of reserve ambulances within its authorized response zone that are fully stocked to meet 133% of peak system demand. For example, if 5 ambulances are needed to meet peak demand, an additional 2 ambulances are required to be fully equipped and ready for utilization to meet this standard.

SECTION 5: OPERATIONS

5.1 There is one (1) response time compliance zone for this Agreement (Exhibit 4). These zones may contain a mix of urban, suburban, rural and wilderness areas. Contractor must maintain response times with at least 90% compliance in this 1 zone based on area type (i.e. urban, suburban, rural and wilderness). A measurement period is defined as any complete month, or accumulation of months in which the total number of calls in a response area (i.e. Zone A - Suburban, Rural) equals or exceeds 250 calls. Response time compliance for suburban and rural responses, within the one (1) response zones, shall be calculated in a rolled-up manner for the purposes of calculating monthly penalties and/or for the purposes of breach of contract. Contractor shall be required to report the performance for suburban and rural separately for the purpose of data collection and system improvement. Measurement will be calculated separately for Code Two and Code Three calls. Response areas will be reevaluated periodically based on changes to the US Census population data.

A. The Response Time Compliance Zone consist of:

1. Zone A – generally consisting of the extreme southwestern portion of Stanislaus County, including the City of Newman

5.2 Response Time Areas

A. Response Time Areas may be modified by the MVEMSA based upon updated population or census data in collaboration with the EMSC. If Response Time Areas are modified and Contractor demonstrates an associated financial impact, the MVEMSA agrees to meet and confer with Contractor over that impact to cost or revenue.

B. There are four (4) types of Response Time Areas depicted graphically in Exhibit 4 by square grids;

1. Urban– Brown numbered square grids;
2. Suburban– Light blue numbered square grids;
3. Rural– Green numbered square grids;
4. Wilderness– White numbered square grids.

- C. The Stanislaus County EMS System is a tiered first responder system consisting of EMR volunteer fire departments, EMT fire departments and ALS fire departments. The chart below demonstrates response time requirements for each type of fire first response agency. Response times shall be in whole minutes with seconds.
- D. Emergency ambulance Response Time Standards include the opportunity for Contractor and fire first responder agencies, responding in Contractor's authorized response zone, to work collaboratively responding to 9-1-1 medical emergencies. The Contractor shall negotiate to enter into a First Responder Agreement with fire agencies within its authorized response zone unless a fire agency declines to enter into an agreement.
- E. The Contractor shall negotiate in good faith with the fire agencies located within its authorized response zones to develop a reimbursement rate structure based on the savings Contractor realizes through the extended response standard. Compensation may be financial, services or similar and must be approved by MVEMSA. A qualified response is a request for a fire response asset in accordance with SR911 Policy 801, dated 10-25-17 (Exhibit 9) or a request for a fire response by VRECC. Any change in SR911 Policy 801 that changes the triage protocol shall not be considered a qualified response unless authorized by the MVEMSA Medical Director. Reimbursement, if any is paid per incident, regardless of the number of fire assets dispatched to the call.
1. Contractor agrees to provide the following services to the Newman Fire Department in exchange for its participation in the fire first responder program:
 - a. Resupply of all disposable supplies used on an EMS incident
 - b. Collaborate on one EMT course per year
 - c. Collaborate on joint training and continuing education
- F. A qualified response is a request for a fire response asset in accordance with SR911 Policy 801, dated 10-25-17 or a request for a fire response by VRECC. Any change in SR911 Policy 801 that changes the triage protocol shall not be considered a qualified response unless authorized by the MVEMSA Medical Director. Reimbursement is paid per incident, regardless of the number of fire assets dispatched to the call.
- G. In the absence of fire first responder agreements, Contractor must meet all response time requirements at 90% compliance, in all areas accordance to the chart below.

| Call Type | Fire First Responder Agreement | Ambulance with Fire First Responder Agreement | Ambulance without Fire Agreement |
|---|--------------------------------|---|----------------------------------|
| Urban Area Response to 90 percent of call each month | | | |
| Code 3 | 7:00 | 11:59 (ALS) | 7:59 |
| | | 9:59 (EMT) | |
| | | 8:59 (EMR) | |
| Code 2 | N/A | 15:59 | 15:59 |
| Suburban Area Response to 90 percent of calls each month | | | |
| Code 3 | 11:00 | 15:59 (ALS) | 11:59 |
| | | 13:59 (EMT) | |
| | | 12:49 (EMR) | |
| Code 2 | N/A | 19:59 | 19:59 |
| Rural Area Response to 90 percent of calls each month | | | |
| Code 3 | 19:00 | 23:59 (ALS) | 19:59 |
| | | 21:59 (EMT) | |
| | | 20:59 (EMR) | |
| Code 2 | N/A | 25:59 | 25:59 |

5.3 Response Time Management

- A. Dispatch CAD data and the FirstWatch On-line Compliance Utility (“OCU”) application shall be used to monitor and calculate response times. Ambulance Response Time standards are designed to provide the appropriate pre-hospital response appropriate to the patient status. Response Time and compliance will be measured and reported on a fractile basis.
- B. Response Time specifications reflect a performance-based perspective rather than a level of effort undertaking involving defined locations. Contractor shall commit to necessary resources to achieve the Response Time standards for ambulance service requests located within the authorized response zone. Contractor shall deploy ambulance resources in a manner consistent with this goal.
- C. Each incident is a separate response.
- D. Each incident will be counted as a single response regardless of the number of units that are utilized.

- E. The Response Time of the Contractor's first arriving emergency ambulance will be used to compute Contractor's Response Time for that incident. This includes ambulance response from an entity requested to provide Mutual Aid for the Contractor. Contractor shall alert dispatch of all paramedic Field Supervisor and/or paramedic QRV responses to the scene of an emergency and all associated times shall be documented. Paramedic Field Supervisor and/or paramedic QRV response times shall be utilized for purposes of computing Response Time compliance for a maximum of four minutes on Code 2 or Code 3 incidents.

5.4 Calculation of Response Times

- A. Calculation of Response Time shall begin at the time the following information, at a minimum, is assigned to the assigned ambulance crew:
 - 1. Call priority;
 - 2. Exact address or descriptive location such as building or landmark;
 - 3. If no ambulance is available at the time that the dispatcher is ready to dispatch an ambulance, the ambulance Response Time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available.
- B. Calculation of Response Time shall stop when:
 - 1. The assigned ambulance notifies dispatch that it is "at-scene," which is defined as AVL showing 10 miles per hour or less at the location where it shall be parked during the incident; or
 - 2. In the instance of a response to an apartment or business complex, or mobile home park, when the unit enters the complex; or
 - 3. In the event "staging" is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area, or;
 - 4. At the time that dispatch notifies the assigned ambulance to cancel its response.
- C. In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to dispatch that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Contractor may also validate at scene time by MDT time stamp as documented in CAD, AVL or radio recording play back.
- D. Calculating Response Times - Changes in Call Priority:
 - 1. Response Time calculations to determine compliance with Agreement standards and penalties for non-compliance shall be as follows:

Downgrades – If a call is downgraded to a lower priority prior to the emergency ambulance’s arrival at the scene, Contractor’s compliance and penalties will be calculated based on whether the higher priority Response Time standard has been exceeded at the time of the downgrade.

Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident prior to the emergency ambulance’s arrival at scene, Contractor shall be deemed compliant and not subject to penalties, provided the upgrade or change in priority does not occur after the passage of the lower priority Response Time threshold.

Reassignment En-route – If an emergency ambulance is reassigned en-route or turned around prior to arrival at scene (e.g., to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an emergency ambulance at scene from which the ambulance was diverted.

Canceled Calls – If an assignment is canceled prior to the emergency ambulance’s arrival at scene, compliance and penalties will be calculated based on the elapsed time from assignment to the time the call was canceled.

5.5 Response Time Corrections and Exemptions

- A. Contractor shall file a request for each desired Response Time correction or Exemption on a monthly basis with MVEMSA via the FirstWatch Online Compliance Utility (OCU) within 15 days of the end of the previous month. Such request shall include the date, the time, and the specific circumstances causing the delayed response. The MVEMSA Executive Director or her/his designee shall grant or deny Exemptions to performance standards and shall so advise the Contractor. The MVEMSA Executive Director or her/his designee will respond to time correction requests utilizing the OCU. The burden of proof that there is good cause for the correction or the exemption request shall rest with the Contractor.
- B. Contractor may request Response Time Correction(s) of arrival at scene time(s). In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to dispatch that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Alternatively, at scene time may be validated by CAD timestamp or Geographic Positioning System (GPS) based on Automatic Vehicle Location (AVL) technology.
- C. Each request for ambulance service located within the Contractor's assigned authorized response zone shall be included. In some cases, late and specified other responses will be exempted from Response Time compliance calculations and

financial penalties. These exemptions will be for good cause only, as reasonably determined by MVEMSA in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with the Contractor. Contractor may request that a response be exempted from the calculation of Response Time Standards, if that call meets the criteria defined below. Contractor shall file a request for each desired Response Time Exemption on a monthly basis with MVEMSA via the OCU within 15 days of the end of the previous month. Such request shall include the date, the time, and the specific circumstances causing the delayed response. MVEMSA Executive Director or her/his designee shall grant or deny exemptions to performance standards and shall so advise the Contractor. The MVEMSA Executive Director or her/his designee will respond to Exemption requests utilizing the OCU.

D. Examples of Exemptions include, but are not limited to:

1. Inclement weather conditions which impair visibility or create other unsafe driving conditions;
2. Wrong address provided by the requesting party;
3. Unavoidable delay caused by road construction;
4. Restricted roadway access;
5. Dispatch error;
6. Delays in transferring care to a hospital emergency department. It will be the provider's responsibility to adequately document the facts surrounding the occurrence to include at minimum the facility, date, and all clock times (dispatch of call through time unit available) in accordance to MVEMSA policy.
7. All other exemption requests shall be for good cause only, as determined by the MVEMSA. Exemptions shall be considered on a case-by-case basis. 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 excessive response time.

E. Contractor shall maintain sufficient resources to achieve the specified Response Time standards. Contractor shall be responsible for prudent and reasonable planning and action related to system deployment. This may include, but is not limited to, deploying additional unit hours for holidays, special events, and weather-related emergencies, including periods of excessive heat or cold, or other weather-related anomalies, to accommodate related additional workload.

5.6 Response Time Reporting Requirements

- A. Response Time performance reporting requirements and documentation of incident time shall include, but is not limited to:
1. Time call received by dispatch from PSAP;
 2. Time ambulance crew assigned;
 3. Time en-route to scene;
 4. Arrival at scene time;
 5. Arrival at patient's side;
 6. Total at scene time;
 7. Time en-route to transport destination;
 8. Total time to transport to destination;
 9. Arrival time at the destination;
 10. Time of patient transfer to receiving hospital personnel (transfer of care); and
 11. Time available at the destination (i.e. return to in service status).
- B. These reporting requirements may change. MVEMSA agrees to meet and confer with Contractor over such changes. If reporting requirements are modified and Contractor demonstrates an associated financial impact, MVEMSA Executive Director agrees to meet and confer with Contractor over that impact and cost or revenue mitigation.
- C. Contractor must synchronize its clocks with the Universal Time Coordinated ("UTC"). UTC is the basis for civil time. This 24-hour time standard is kept using highly precise atomic clocks combined with the earth's rotation.

5.7 Response Time Liquidated Damages

- A. It is the goal of MVEMSA to deliver the contractual response time standards to all incident's ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of individual deviations of response times is built into the Response Time measures.
- B. Contractor is expected to maintain a minimum compliance of 90% per compliance period in each Response Time Area.

- C. Contractor understands and agrees that the failure to comply with any time, performance or other requirements in this Agreement will result in damage to MVEMSA and the County and that it will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and MVEMSA agree to the liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County.
- D. Contractor shall pay liquidated damages to MVEMSA for each and every compliance period that Contractor fails to attain response time compliance of at least ninety percent (90%) in each Response Time Compliance area. Liquidated damages paid by the Contractor for each Response Time Compliance area in which it fails to maintain the requisite compliance shall be as follows:

| | |
|------------|---------|
| 89-89.99 % | \$1,000 |
| 88-88.99% | \$1,500 |
| 87-87.99% | \$2,500 |
| 86-86.99% | \$4,000 |
| 85-85.99% | \$6,000 |
| <85 % | \$8,000 |

- E. Contractor shall pay liquidated damages to MVEMSA for each and every incident to which it has an Extended Response Time, unless exempted by MVEMSA. An Extended Response Time is defined as failing to meet the required response time associated with an incident by ten (10) or more minutes. Liquidated damages paid by the Contractor for each Extended Response Time shall be as follows:

| | | |
|--|-----------|-------|
| Response time elapsed in excess of requirement | 10-15 min | \$250 |
| | >16 min | \$375 |

- F. Contractor shall pay liquidated damages to MVEMSA of \$500 for each and every incident in which a preventable mechanical failure of an ambulance occurs with a patient on-board or responding to an incident if the ambulance is out of compliance with the approved maintenance schedule, exceeds mileage or age limits and/or exhausts its on-board fuel supply.
- G. Furthermore, Contractor shall pay liquidated damages to MVEMSA of \$250 for each incident in which Contractor's crew fails to report an at-scene time which is not verifiable by verbal radio traffic, CAD timestamp or Geographic Positioning System

(GPS) based Automatic Vehicle Location (AVL) technology playback. If another fine is applied to the individual incident this fine will not be applied.

H. Phase-In Period (Discovery Period):

For the first three (3) months after the agreement is implemented, (beginning January 1, 2020 through March 31, 2020) Response Time requirements specified herein shall be enforced but the penalty assessment will be waived to allow for adjustments in system status management. For the remainder of the Agreement period, Response Time requirements must be met, and penalties will be assessed for non-compliance.

I. Other Repercussions:

If MVEMSA, with recommendation of the Emergency Medical Services Committee (EMSC) or other oversight committee designated by the MVEMSA Executive Director, determines that Contractor for 3 consecutive compliance periods has failed to maintain Response Time compliance as required by this Agreement and/or more than 6 compliance periods in a single area in any rolling 12-month period, the MVEMSA may determine that there is a breach.

Therefore, prior to invoking a breach of contract for Response Time non-compliance, MVEMSA shall provide Contractor an opportunity to cure any failure to comply with Response Time requirements and agrees not to invoke the breach provision Response Time if Contractor demonstrates best efforts to resolve issues contributing to Contractor's failure to meet the Response Time compliance requirements. Actions constituting best efforts include, but are not limited to the following:

1. Contractor agrees to conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.
2. In consultation with MVEMSA, Contractor agrees it will utilize available resources and technology that do not unreasonably impact Contractor's cost or revenue to implement all process review study recommendations.
3. Contractor agrees to conduct 100% review (Clinical and Operations) on Extended Response calls.

Notwithstanding the foregoing, Contractor shall not be entitled to a cure opportunity under this Paragraph if it has previously been afforded two such cure opportunities during the preceding three years.

J. Payments and Use of Liquidated Damages:

1. MVEMSA will make the final damage determination based on this section and will inform the Contractor of the incidents and damages incurred on a monthly basis. Contractor shall pay MVEMSA all liquidated damages within 30 days of

receipt of the notification. The Contractor will pay all damage assessments to the Stanislaus County EMS System Enhancement Fund.

2. Liquidated Damages collected will be utilized in accordance with MVEMSA policy 951.20, Stanislaus County EMS System Enhancement Funds.

5.8 Vehicles

Contractor shall provide and maintain all ambulances, support vehicles, and on-board equipment used by Contractor to perform the services required by this Agreement. All Contractor vehicles herein shall be fully committed to services provided to Stanislaus County under the terms of this Agreement. All costs associated with these vehicles shall be the responsibility of the Contractor.

- A. Contractor shall continuously provide a sufficient number of ambulances to meet 133% of peak system demand and not less than a total fleet of three (3) ambulances.
- B. Within six (6) months of the commencement of this agreement, each of Contractor's vehicles providing services under this Agreement shall be equipped with a fully functional Lytx DriveCam or similar driver safety and monitoring technology.
- C. Mobile Simulation Lab:
Contractor will support the MVEMSA Mobile Simulation Lab program through MVEMSA Oversight and Monitoring Fees as stated in Section 11.8. MVEMSA will make the Mobile simulation Lab available to supplement Contractor's employee education program as well as fire agency education within the Contractor's authorized response zone. Furthermore, Contractor will provide expert clinical staff to work in partnership with MVEMSA, fire staff and other providers to facilitate the instructional programs associated with the Mobile Simulation Lab. Contractor understands that the Mobile Simulation Lab is a regional resource with financial contributions made by all ambulance providers in the MVEMSA region. The vehicle will be utilized both within Contractor's authorized response zone and outside of the authorized response zone at the sole discretion of MVEMSA. MVEMSA will provide an EMS Specialist to manage the regional education program, run all simulation scenarios and provide direct instruction. MVEMSA will provide the SimMan and associated maintenance.

5.9 Vehicle Specifications

- A. Ambulances:
 1. Ambulances must conform to the following requirements:
 - a. Industry standard Type II or Type III ambulance;
 - b. To the extent possible, be identically configured. It is understood that there will be manufacturer changes that are beyond the control of the Contractor;

- c. Meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail;
- d. Meet or exceed the recommendations for ambulances by the Ambulance Manufacturers Division of the National Truck Equipment Association;
- e. Be limited to a maximum mileage of 250,000 miles; and
- f. Meet or exceed the equipment standards of the State of California and MVEMSA policies and procedures.

B. Supervisor Vehicles:

1. Contractor's Supervisor Vehicles shall be equipped and meet Department of Transportation and National Fire Protection Association standards for Code 3 response, SUV-type vehicles, and carry all equipment and supplies necessary to function as a First Responder in accordance with MVEMSA requirements, policies, and procedures.
2. To the extent possible, Supervisor Vehicles shall be identically configured. It is understood that there will be manufacturer changes that are beyond the control of the Contractor.
3. Supervisor Vehicles shall not exceed 250,000 miles, maintain good repair and appearance and follow manufacturers' maintenance/replacement schedule.

C. Vehicle Markings:

1. Vehicle markings shall be consistent with California Civil Code sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.
2. Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Agency (NFPA) Standard 1901 (2016) for vehicles.
3. Ambulance and Supervisor vehicles shall display the "9-1-1" emergency telephone number but shall not display any other telephone number or advertisement.
4. Ambulance and Supervisor vehicles shall be marked to identify the name of the Contractor.

5. Contractor shall not alter the overall design, color and / or lettering of its existing emergency response vehicles without MVEMSA approval. MVEMSA shall have the right to approve or modify the overall graphics design, color and lettering used for emergency response vehicles (which shall have a base color of white) purchased or otherwise introduced during the term of this agreement.

5.10 Equipment

- A. Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. Contractor shall provide and maintain in good repair and safe working order all vehicles, medical supplies/equipment, on-board mobile voice and data equipment compatible with County systems, office facilities and furnishings, and voice/IT equipment to be used by Contractor to perform its 9-1-1 Ambulance Services. MVEMSA shall have the right and be granted access to inspect Contractor's vehicles and local facilities at any time without prior notice.
- B. Contractor vehicles shall be stocked by the Contractor with ALS supplies and equipment in accordance with MVEMSA requirements and carry essential medical equipment and supplies so that initial patient care can be provided should this vehicle arrive first at the scene of an emergency. Additionally, these vehicles will carry equipment and supplies necessary for multi-casualty incidents as specified by MVEMSA policy.
- C. Contractor agrees that equipment and supply requirements may be changed with the approval of the MVEMSA Executive Director due to changes in technology, regulations, or for other appropriate reasons. Should requirement changes have a financial impact, Contractor and MVEMSA agree to meet and confer over that impact, both short and long-term, and jointly present a proposal to the EMSC to utilize funds from the Technology and Equipment Upgrade Fund for initial implementation.
- D. Each ambulance must carry standardized equipment and supplies that meet federal, State, and local MVEMSA requirements, policies and procedures. To the extent possible, such equipment and supplies will be stored in the same location in all ambulances.
- E. All expendable supplies, including medications and oxygen , must be restocked by Contractor. All medical equipment shall be in good repair and safe working order at all times. Each ambulance will be fully stocked according to MVEMSA Policies.
- F. Fire Department resupply:
Whenever disposable medical supplies (including oxygen, excluding narcotics) are used by fire department on scene prior to ambulance arrival, the responding fire agency will be restocked and resupplied by the on-scene ambulance prior to departure at no cost to the fire agency. In the event that rapid transport is needed, and the fire

agency is not restocked at scene, the Contractor's Supervisor will be notified, and the supplies will be delivered to the fire station within the hour or best effort.

G. Vehicle and Equipment Maintenance:

1. Contractor shall maintain all vehicles in good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained in a database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished, and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability.
2. Contractor shall be responsible for all maintenance of ambulances, support vehicles, and on-board equipment used in the performance of its work. MVEMSA requires that all ambulances and equipment used in the performance of this Agreement be maintained in good repair and safe working order. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, or the safety of the operators or the public, must immediately be removed from service and repaired or replaced in a timely manner.
3. MVEMSA requires that ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained, be removed from service and repaired or replaced in a timely manner.
4. Contractor must implement an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance 9-1-1 Ambulance Services by:
 - a. Utilizing appropriately trained personnel knowledgeable in the maintenance and repair of commercial vehicles;
 - b. Developing and implementing standardized maintenance practices; and
 - c. Incorporating a maintenance program record-keeping system.
5. Contractor shall submit its vehicle maintenance plan to MVEMSA annually.
6. Contractor shall maintain its vehicles and bio-medical equipment to, or exceeding, manufacturer's recommendations and standards which shall be updated annually at minimum. All costs of compliance testing, maintenance and repairs, including parts, supplies, and inventories of supplies, labor, sub-contracted services and costs of extended warranties, shall be at the Contractor's expense.
7. MVEMSA shall have access to all vehicle and equipment maintenance reports upon request within two (2) business days of the request. In the instance of a

sentinel event; however, Contractor shall give MVEMSA immediate access upon request.

H. Communication System Equipment and Management:

1. Contractor shall continue to license and utilize the current UHF radio system for two-way voice communications between its dispatch center, ambulances and Supervisor Vehicles. Contractor shall consult with MVEMSA in advance of purchasing or installing radios.
2. Fire service agencies utilize a separate radio system that operates on VHF radio frequencies in the 114-179 MHz bandwidths. Contractor shall ensure that it can access this system and its channels for two-way voice communications.
3. Each ambulance and Supervisor Vehicle shall be equipped with a UHF and VHF mobile radio in the front cab and ambulances shall be capable of hospital communication in the rear/patient compartment.
4. Each ambulance and Supervisor Vehicle shall be equipped with a UHF portable radio for each assigned crew member for medical communication and communication with dispatch, and at least one portable radio which is capable of communicating on VHF fire channels when necessary.
5. Contractor shall equip each of its ambulances and supervisors with appropriate emergency communications and redundant alerting devices enabling immediate notification of on-duty ambulance and supervisor personnel of emergency situations and associated system needs. Each ambulance and supervisor on-duty must be able to communicate at all times and locations with dispatch, other ambulances, supervisors, receiving hospitals, fire agencies, and MVEMSA.
6. Contractor shall equip and have Automatic Vehicle Location ("AVL")/Geographic Positioning System ("GPS") technology in its ambulances and Supervisor Vehicles. AVL/GPS shall be continuously operable while the vehicle is in service (except when compromised by factors determined by MVEMSA beyond the Contractor's control) for purposes of System Status Management including but not limited to unit selection, dispatch, tracking, safety, and Response Time reporting. The AVL/GPS equipment shall be interfaced with the CAD system at dispatch and shall transmit data with speed as close to near real-time as technologically possible.
7. Each ambulance and supervisor vehicle shall have a mobile data computer ("MDC") which shall be interfaced to and capable of timely receiving from and transmitting to the dispatch CAD essential incident and status data in accordance with MVEMSA requirements. The MDC shall contain integrated mapping software which provides real time automated distance and traffic-based destination routing,

thereby enabling efficient and timely vehicle travel. MDCs and associated software shall transmit, receive, and process data with speeds as close to near real-time as technologically possible.

8. Contractor shall provide mobile computers or tablets with software to generate an ePCR and cellular data transmission capabilities to send an ePCR to the receiving hospital for each of its ambulances.
9. In addition to the above requirements, the Contractor shall meet the following requirements on all ambulances and Supervisor Vehicles:
 1. Communications Equipment – Contractor shall provide cell phones for direct landline communications with the base hospital, receiving hospitals, dispatch centers, and other necessary personnel or agencies.
 2. California Emergency Coordination Radio System (“CALCORD”) – Contractor shall equip all ambulances and Supervisor vehicles with radio equipment suitable for operation on CALCORD.
 3. Transmission of 12-Lead ECG. Contractor shall install necessary communications equipment in all of its ALS ambulances enabling transmission of 12-Lead electrocardiograms to receiving facilities, in accordance with MVEMSA specifications.
10. Contractor shall be 100% responsible for the cost of maintenance, repair, and replacement of pagers, cell phones, tablets, computers, MDCs, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, and cellular accounts, including data fees on equipment owned by Contractor.

SECTION 6: PERSONNEL

6.1 Key Personnel

The following positions are Key Personnel for all purposes. MVEMSA shall have direct access to the Key Personnel identified in this Agreement at all times. This includes the right to call regular meetings with Key Personnel, as well as unscheduled inspections, interviews, and visits. Key Personnel shall be required to cooperate fully with MVEMSA.

MVEMSA expects and requires professional and courteous conduct and appearance at all times from Contractor's ambulance personnel, managers, and executives. Contractor shall address and correct any departure from this standard of conduct.

A. Operations Manager:

1. Contractor must provide a full-time Operations Manager who shall oversee and be responsible for the overall performance of its operations, including ensuring

adherence to organizational policies and procedures guiding the delivery of high-quality services.

2. This individual shall be qualified by education, training, and experience to manage the day-to-day operations of an organization that provides 9-1-1 ALS Emergency Ambulance Services.
3. This individual shall be responsible for Response Time compliance, all data requests, daily monitoring of operational Key Performance Indicators, and shall also serve as the liaison to dispatch and for internal and external billing matters.

B. Provider Medical Director:

1. Contractor shall provide a physician licensed by the State of California, experienced in emergency medical services, to oversee its clinical services.
2. This individual must be experienced in emergency medicine, and preferably Board Certified in Emergency Medicine .
3. This individual shall facilitate the procurement of, be responsible for, and oversee all pharmaceuticals including but not limited to controlled substances used by the Contractor in delivering service.
4. Contractor understands that the Provider Medical Director is distinct from, and does not have the powers or authority of, the Medical Director of MVEMSA, as defined in California Health and Safety Code section 1797.202.

C. Clinical Education Specialist/Manager:

1. Contractor shall employ a Clinical Education Specialist/Manager. This individual shall be a Paramedic with a minimum of three years' full-time experience working in a 9-1-1 system and who has completed additional training in EMS leadership and education including but not limited to Incident Command System ("ICS") 300, Advanced Medical Life Support ("AMLS"), advanced airway management, and Critical Incident Stress Management ("CISM"). AMLS, advanced airway management (or equivalent approved by MVEMSA) and CISM training must be completed within twelve (12) months from date of hire.
2. This individual shall be responsible for day-to-day clinical oversight of Contractor's accredited paramedics and certified EMT, clinical investigations, new hire orientation, initial and continuing education, employee development, clinical quality assurance and continuous quality improvement.
3. The Clinical Education Specialist will provide concurrent continuous quality improvement in the field, including real-time clinical support and mentorship to Paramedics and EMTs.

4. Under the direction of the Field Supervisor and within the ICS system, the Clinical Education Specialist may provide medical command and control during major incidents.
5. A minimum of twenty-five percent (25%) of this individual's time must be dedicated to clinical quality improvement tasks and initiatives as required under this agreement. Outside assignments shall not detract from this individual's quality improvement/clinical oversight responsibilities

6.2 Changes in Persons Acting as Key Personnel

- A. Contractor agrees that each Key Personnel position is separate and distinct, that it must be filled by a separate individual who is committed to and responsible for the functions of that position, and that it shall not transfer or reassign an individual identified above as Key Personnel without notifying MVEMSA and meeting to discuss the impact.
- B. Prior to any replacement of Contractor's Key Personnel with responsibility for this Agreement MVEMSA shall be entitled to review and approve the proposed replacement. Such approval shall not be unreasonably withheld. Such approval shall include verification of resume and a completed background check by Contractor to be shared with MVEMSA.

6.3 Other Leadership Personnel

Contractor shall have management and supervisory personnel to manage all aspects of emergency ambulance service, including administration, operations, EMS training, record keeping, and field supervision. Such supervision shall be provided continuously 24-hours per day. Field supervision may be provided by on-duty management based on provider staffing structure and may be on an on-call basis outside of daytime business hours.

A. Support and Field Supervisors:

1. Contractor shall supply Field and Support Supervisors to oversee day-to-day functions of Contractor's operations. In the event that a Field Supervisor fails to perform to the satisfaction of MVEMSA Executive Director, Contractor shall correct the deficiency in a timely manner.
 - a. Contractor shall employ field-based Field Supervisors such that a minimum of one (1) is available 24-hours a day, 7 days a week, 365 day a year, to provide coverage within Contractor's authorized response zone. Field Supervisors are responsible to manage day to day EMS system operations with office-type work, such as scheduling, limited to the extent possible.
 - b. The Field Supervisor is responsible for the day-to-day operations of field staff, including facilitation of internal communications between field staff and

management, outside agency interface, real-time system status monitoring, facilitating short-term scheduling needs, oversight of company facility security, and other operational support functions as assigned by the Operations Manager.

- c. Field Supervisors serve as the Contractor's on-duty EMS Field Commanders and accordingly must be paramedics with a minimum of three (3) years' experience in a complex 9-1-1 system, who are highly experienced and competent both administratively and in the management of large and complex emergencies as demonstrated through experience and extensive training in the Incident Command System ("ICS").
- d. The Field Supervisor must be able to disseminate initial level corrective action and reports through the operational command structure. It is understood that not all actions are time sensitive and/or need to be approved at the highest levels of the Contractor's management.
- e. The Field Supervisor is responsible for:
 - i. Real-time, non-dispatch center-initiated System Status Plan staffing adjustments, and minimizing unscheduled unit out-of-service and turnaround times at receiving facilities;
 - ii. Investigating vehicle and general liability issues;
 - iii. Initial management of workers compensation issues; and
 - iv. Managing employee performance issues, and customer or stakeholder complaints.
- f. The Field Supervisor shall also:
 - i. Integrate into the ICS structure, assisting with management of complex incidents as needed or requested by partner agencies;
 - ii. Collaborate and cooperate with MVEMSA leadership, managers and support personnel; and
 - iii. Communicate with MVEMSA Duty Officer.
 - iv. Field Supervisors may be assigned to major incidents or declared disasters as needed throughout Stanislaus County as directed by the MVEMSA Executive Director or designee.

B. Business Development / Community Events:

Contractor shall employ and maintain appropriate staffing to provide Business Development / Community Event integration within the community. This advocate will be responsible for ensuring positive client relations, high customer service standards, maximizing services for patients and customers and participating in community health education, community outreach and programs targeted to increase public access/awareness of EMS in Stanislaus County. The FTEs dedicated to this position should be appropriate for Contractor's authorize response zone.

6.4 Ambulance Staffing Requirements

A. All ambulances rendering services under this Agreement shall be staffed and equipped to render ALS level care and transport until such time MVEMSA has approved a tiered response to provide for a BLS ambulance..

B. Ambulances must be staffed with at least one Stanislaus County accredited paramedic. The second crew member shall be another licensed paramedic or certified EMT who has completed an additional, if any, curriculum required and approved by MVEMSA. Responding transport units must be prepared to interface seamlessly with fire department personnel responding to the same call.

6.5 Working Conditions for Ambulance Personnel

A. Comfort Stations:

1. The Contractor is required to provide a minimum of one(1) "comfort station" located within the Contractor's authorized response zone that are accessible to on-duty field-based personnel 24/7. Staff quarters may be utilized as a comfort station if it meets the requirements herein. At a minimum, these facilities shall:
 - a. Be climate controlled (air conditioning and heat);
 - b. Have adequate and comfortable seating to accommodate a complete on-duty crew;
 - c. Have at least one operable toilet, sink, shower, microwave and refrigerator;
 - d. Have at least one desk and task chair;
 - e. Have data capability to enable patient care charting; and
 - f. Have adequate accommodations to meet the needs of nursing mothers.
2. Any changes to the locations of Contractor's comfort stations or local headquarters will be subject to approval of MVEMSA Executive Director. Such approval shall not be unreasonably withheld.

SECTION 7: CLINICAL QUALITY AND PERFORMANCE

7.1 MVEMSA Medical Oversight

- A. MVEMSA will furnish medical control services including the services of the MVEMSA Medical Director for all system participants' functions in the EMS System (e.g., medical communications, First Responder Agencies, transport providers).
- B. MVEMSA, through base hospital physicians (as defined in Health and Safety Code section 1797.59), shall also provide online medical control to field personnel 24-hours a day, seven days a week, 365 days a year.
- C. MVEMSA recognizes the unique role of the MVEMSA Medical Director in delegating to Contractor's personnel the authority to perform certain medical interventions in accordance with the standards outlined by California law.
- D. Contractor shall immediately notify MVEMSA of potential violations of the California Health and Safety Code, California Code of Regulations, or MVEMSA policy and protocols. Contractor shall complete an incident or unusual occurrence report within 24-hours for personnel involved in an unusual occurrence. Contractor shall cooperate fully with MVEMSA and/or the California EMS Authority in the investigation of an incident or unusual occurrence.

7.2 Protocols, Policies, and Procedures

- A. To ensure appropriate levels of quality care, Contractor and its personnel shall comply with all MVEMSA policies, procedures, and medical protocols and other requirements established by the MVEMSA Medical Director.
- B. MVEMSA may require that any of the Contractor employees attend a medical review/audit when necessary for clinical quality improvement purposes, at no cost to MVEMSA.

7.3 Clinical Quality Improvement

- A. The goal of Contractor's Quality Improvement Plan is to attain the highest level of performance for an emergency medical services system in California. Services and care delivered must be evaluated by the Contractor's internal quality improvement processes and, as necessary, through MVEMSA's quality improvement procedures to improve and maintain clinical excellence.
- B. The Contractor must make a continuous effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant

attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

7.4 Quality Performance

- A. Contractor, shall participate in the development of a written quality improvement plan which shall be approved by MVEMSA.
- B. Contractor must submit the quality improvement (“QI”) plan prior to the Service Start Date. The plan shall be consistent with the guidelines outlined in California Code of Regulations, Title 22, Division 9, Chapter 12 and the MVEMSA EMS Quality Improvement Plan and adhere to any future changes to the plan. The plan must 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 plan may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.
- C. Ongoing QI requirements:
 - 1. Review and submit the QI program annually for appropriateness to the provider’s operation and revise as needed;
 - 2. 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 MVEMSA Medical Director or her/his designee;
 - 3. Submit a quarterly report to MVEMSA to show compliance with the approved plan and areas for improvement including key performance indicators for STEMI, stroke, advanced airway, cardiac arrest, trauma, pain, customer satisfaction, pediatric skills, medication errors, complaint satisfaction, employee satisfaction, paramedic skill retention and safety; and
 - 4. Provide MVEMSA with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.
- D. Contractor shall actively participate in MVEMSA’s Local Quality Improvement Group, Regional STEMI Committee, Regional Stroke Committee, the Trauma Audit Committee and other quality improvement committees as required by MVEMSA. These may include making available relevant records for program monitoring. This commitment includes, but is not limited to:
 - 1. Active participation of Contractor’s senior leadership in EMS groups or committees dealing with quality management;

2. Designation of a Quality Manager to oversee Contractor's quality program;
3. Submission of monthly comprehensive key performance indicator reports to MVEMSA;
4. Active participation in projects designed to improve the quality of EMS in Stanislaus County;
5. Description of the Contractor's overall approach to comprehensive quality management; and
6. Active participation, when available, in local Health Information Exchange ("HIE") data sharing initiatives approved by MVEMSA.

7.5 Quality Processes and Practices

- A. The Contractor shall strive for clinical excellence. This includes, but is not limited to:
 1. Clinical care and patient outcome;
 2. Skills maintenance/competency;
 3. Mastery of MVEMSA Policies and Procedures;
 4. Patient care and incident documentation;
 5. Evaluation and remediation of field and dispatch personnel;
 6. Measurable performance standards; and
 7. Implementation and operationalization of its Quality Improvement Plan.

7.6 Clinical and Operational Benchmarking

- A. Benchmarking of Key Performance Indicators (KPI) including those focused on clinical care is required. It is anticipated that the KPIs will evolve with the development of the local EMS system as approved from time to time by MVEMSA Medical Director and MVEMSA Executive Director.
- B. Contractor shall provide information necessary to benchmark KPIs. KPI benchmarking may include comparing clinical data published by the National Association of EMS Physicians or other national organizations (e.g., EMS Compass) comparing Stanislaus County EMS with other similarly designed clinically sophisticated systems.

- C. Collaborate with EMS system partners in, or publishing the results of, peer reviewed research is another strong process measure of a system's ongoing commitment to clinical sophistication. To that end, Contractor shall use best efforts over the term of this Agreement to support out-of-hospital research. Such examples might include but are not limited to research involving:
1. Impact of Public Access Defibrillation (PAD);
 2. Reduction of "at scene" time;
 3. Reduction of "at patient" time to improve time to first defibrillation or ALS intervention; and
 4. Communications system research projects or other research projects as approved by MVEMSA.

SECTION 8: DATA AND REPORTING

8.1 FirstWatch System Requirements

System Requirements for Response Time and Clinical Performance Measurement. Contractor shall fund a portion of the costs of MVEMSA's FirstWatch Online Compliance Utility ("OCU") and FirstPASS data programs, which MVEMSA will use to monitor the performance of Contractor in delivering EMS services to Stanislaus County under the terms of this Agreement. Contractor shall be granted access to OCU and FirstPASS by MVEMSA, which shall be supported by Contractor's Clinical and Operational personnel. The FirstWatch data platform will be interfaced to Contractor's CAD and ePCR program to automate the process of compliance reporting, provide real-time clinical and operational performance dashboards and enable prompt alerting based upon events transpiring in the EMS system. The cost of any changes to the Contractor's ePCR or CAD that result in programming changes by FirstWatch shall be borne by the Contractor. Contractor shall participate in future surveillance and technology initiatives undertaken by the MVEMSA. Proposer shall be financially responsible for any required data source integration to the First Watch surveillance platform.

8.2 Data and Reporting Responsibility

Contractor shall provide detailed operations, clinical, administrative, and financial data as requested and in a manner approved by MVEMSA.

8.3 Performance Data and Reporting

A. Contractor will collaborate with MVEMSA to provide routine and ad hoc reports.

- B. Contractor shall support the implementation of technology that will fully integrate electronic records and alignment of EMS data sets system-wide, in cooperation with MVEMSA. A fully implemented tool will be capable of the following:
 1. Allow for quantitative and qualitative reporting of overall clinical and operational performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison, and greater collaborative research opportunity; and
 2. Provide real-time or near real-time access to fire first responder agency data who are under an agreement with MVEMSA for use in fire-based EMS QI activities.
- C. Contractor shall work in earnest and good faith with MVEMSA on all data initiatives used to support clinical care and quality improvement.

8.4 Electronic Patient Care Reporting

- A. Contractor will be required to provide electronic patient care record data, in compliance with MVEMSA, pursuant to California Health and Safety Code section 1797.227 and approved by the MVEMSA Medical Director, for patient documentation on all EMS system responses. The ePCR shall be accurately completed to include all information required by MVEMSA and California Code of Regulations, Title 22, Division 9, Chapter 4, Section 100170 and 100171.
- B. The ePCR system must have the capability of mobile data entry in the Contractor's ambulances, fire first response vehicles, and Supervisor Vehicles as well as at the patient's bedside. The ePCR system shall comply with the current versions of NEMSIS and CEMSIS. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR system shall also comply with the current mapping standards and data dictionary, as promulgated by EMSA and MVEMSA. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities such as EMSA and hospitals in an HL7 format.
- C. The ePCR system must have the capability to:
 1. Link with the CAD to import all data for all calls;
 2. Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field;
 3. Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support;
 4. File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record; and

5. Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system.
- D. The MVEMSA approved ePCR must be completed for all patients at the earliest opportunity and not later than twenty-four (24) hours after patient contact pursuant to MVEMSA policy. Contractor must provide direct, log-in access to patient care records at the receiving facilities and to MVEMSA clinical staff in computer readable format and suitable for statistical analysis for all 9-1-1 ambulance responses. Records shall contain all information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, and non-transports. Contractor shall provide electronic ePCR data to MVEMSA, and the CA EMS Authority, in a form prescribed by MVEMSA, pursuant to California Health and Safety Code, Section 1797.227, within a reasonable timeframe specified by MVEMSA. Vital signs and relevant data must be downloaded from the Contractor's cardiac monitor directly into the ePCR for all patients in which a cardiac monitor was utilized.
 - E. MVEMSA approved ePCR, shall be entered at the receiving hospital before returning to service for each critical patient pursuant to MVEMSA policy.
 - F. MVEMSA approved ePCR shall be entered before returning to service in any sentinel event or unusual circumstance constituting or potentially constituting a threat to the public health and safety in accordance with MVEMSA policy.
 - G. Contractor's ePCR must provide other data points reasonably requested by MVEMSA, including any needed modifications to support EMS system data collection.
 - H. As health information systems evolve, the Contractor agrees to work with MVEMSA and local hospitals to establish, and/or participate in, a Health Information Exchange ("HIE") with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities including analysis of outcome data associated with individual patients. Should Contractor demonstrate that such HIE efforts have an associated financial impact, Contractor and MVEMSA agree to meet and confer over that impact to cost or revenue.

8.5 Records and Required Reports

A. Personnel Reports:

1. Contractor shall provide MVEMSA with a list of all EMTs and Paramedics currently employed by Contractor as of the date of this Agreement, and quarterly thereafter, unless reasonably requested by Agency and shall update that list whenever there is a change throughout the year.

2. The personnel list shall include, at a minimum:
 - a. Name;
 - b. California Paramedic license number and expiration date or EMT certification number and expiration date;
 - c. Expiration date of all required courses;
 - d. California Driver's License number;
 - e. Residential address; and
 - f. Email address.

- B. The County expects Contractor to proficiently plan for and manage turnover so as to ensure the stability of its operations at all levels. Contractor shall develop and implement mechanisms to track, report, and address turnover to the satisfaction of the MVEMSA Executive Director.

8.6 Community Report

- A. Contractor shall provide as requested, a report to MVEMSA on community activities meeting MVEMSA requirements including, but not limited to:
 1. Number of conducted community education events;
 2. Public relations activities; and
 3. Employee recognition.

8.7 Customer Feedback Surveys

- A. Customer Service Outreach and Customer Inquiries:
 1. Contractor will develop a mechanism for internal and external customers to comment on the care provided by Contractor and will provide access to comments to MVEMSA. All complaints may be anonymous but are to be counted with a unique identification number along with date and time of receipt.
 2. Contractor shall have a customer service telephone line giving internal and external customers and system participants the ability to contact a designated local liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The telephone line shall be accessible with a local 209 phone number to all callers within the continental United States.
 - a. The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number will be published on the Contractor's website and publicized at local healthcare facilities and public safety agencies.

- b. If the number is answered by an automatic greeting and/or menu selection, the initial message must immediately convey that this is a customer service line, and if caller has an emergency to hang up and dial 9-1-1 in case the caller inadvertently called the customer service line looking for emergency service.
3. Members of the Contractor's Leadership Team are to be automatically notified of any incoming external complaint calls. Incidents that require follow up to the customer must be resolved by the end of three (3) business days from when the call was received, and if not possible, notification must be made to the customer with the status of the request.
- B. Handling Service Inquiries and Complaints:**
1. Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
 2. Contractor shall submit to MVEMSA, on a quarterly basis, a list of all compliments and complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the MVEMSA Medical Director using the MVEMSA's unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.
- C. Contractor shall submit the results of a customer satisfaction survey administered through a mutually agreeable process as approved by MVEMSA to MVEMSA Executive Director annually to be contained in the Annual Report..**

8.8 Other Reports

- A. Contractor shall promptly allow for the inspection of and/or provide a copy of other reports and/or records as may be reasonably required by MVEMSA Executive Director.
- B. These reports and/or records include copies of any memos and/or other correspondence distributed to field personnel related to EMS clinical or operational issues as well as newsletters or updates provided to Contractor's personnel and/or system stakeholders.

SECTION 9: SUB-CONTRACTING

9.1 Sub-contracting Restrictions

Except for the sub-contracting provisions specified herein, Contractor shall not assign or sub-contract any portion of the Agreement for services to be rendered without prior written consent of MVEMSA and any assignment made contrary to the provisions of this section may be deemed a material breach of the Agreement and, at the option of MVEMSA shall not convey any rights to the assignee.

SECTION 10: ADMINISTRATIVE REQUIREMENTS

10.1 Regulatory and Policy Requirements

- A. Contractor shall provide services in accordance with the requirements of California Health and Safety Code sections 1797 et seq., California Code of Regulation, Title 22, Division 9, and MVEMSA Policies and Procedures (<https://www.mvemsa.org/policies>) and all other applicable State and Federal requirements, including any amendments or revisions thereof.
- B. Contractor shall follow all direction provided by MVEMSA Executive Director, her/his designee, or MVEMSA Medical Director.
- C. Contractor shall comply with Response Time Standards to all areas of the authorized response zone. See Exhibit 5 of this Agreement for additional information regarding Response Time requirements.
- D. Contractor will cooperate with MVEMSA's ongoing development of policies and procedures for appropriate patient care.

10.2 Personnel

Workforce and Diversity. The Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified, licensed and/or accredited. Field personnel with bilingual skills reflecting the diversity of languages spoken in Stanislaus County are highly valued. Contractor is encouraged to ensure diversity in the workforce and address diversity alignment with its communities served.

10.3 Work Schedules and Human Resource Issues

- A. Contractor shall employ reasonable work schedules and conditions. Provider fatigue and the impairment associated with fatigue pose a significant safety risk for patients, partners, and others in the community. Patient care must not be compromised by

impaired motor skills of personnel working extended shifts, voluntary overtime, or mandatory overtime without adequate rest.

- B. At least 51% of the Contractor's proposed schedule shall be Contractor's full-time or regularly scheduled part-time employees.
- C. Contractor's work schedules and assignments will provide reasonable working conditions for ambulance, Field Supervisor and Clinical Field Specialist personnel. Neither ambulance nor Field Supervisor or Clinical Field Specialist personnel shall be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance, Field Supervisor and Clinical Field Specialist personnel shall have sufficient rest periods to ensure that they remain alert and well rested during work periods.
- D. Average Transport Unit Hour Utilization ratios for Contractor's ambulance crews regularly scheduled to work in excess of twelve (12) hours must not exceed 0.40. Contractor shall track Transport Unit Hour Utilization and, upon request, make that data available to MVEMSA.

10.4 Personnel Licensure and Certification

- A. All persons employed by Contractor in the performance of its work, shall be competent and hold appropriate licenses, certifications, and permits in their respective professions and shall undergo a criminal record check. All Contractor's field and administrative employees must meet MVEMSA policies for certification and training.
- B. All of Contractor's ambulance and Field Supervisor personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California and, for paramedics, accredited in Stanislaus County. Certification and accreditation requirements are as stated on MVEMSA website (<http://mvemsa.org/policies>) and the website of the State EMS Authority (<https://emsa.ca.gov/>).
- C. At all times, Contractor shall retain current documentation including issued course completion certificates and/or cards of all credentials required by MVEMSA and/or the State of California including but not limited to copies of current and valid EMT Certification and Paramedic License and Accreditation documentation for all emergency medical personnel including supervisory and management staff performing services under this Agreement. Contractor shall provide MVEMSA with real-time access twenty-four (24) hours a day, three hundred and sixty-five (365) days a year to all such records and reporting tools within its database approved by MVEMSA. Failure to retain such records and/or permitting personnel to provide services absent required credentialing shall be immediately reported to MVEMSA with a correlating corrective action plan. Contractor's failure to cure repetitive non-compliance with the provisions of this paragraph may constitute breach of this Agreement.

D. Contractor shall participate in the DMV Employer Pull Notice (“EPN”) program.

10.5 Personnel Training

A. Training and Continuing Education Program Requirements:

1. Contractor shall maintain approval in Stanislaus County as an EMS Continuing Education Provider (CE provider), as defined in California Code of Regulations, Title 22, Division 9, Chapter 11:
 - a. Contractor must provide a comprehensive training/education program for all paramedic and EMT personnel. Joint training sessions for ambulance and fire service first responders are encouraged. Such a program shall be subject to approval by MVEMSA and include, but not be limited to:
 - i. Advanced training for EMT staffing ALS ambulances;
 - ii. Orientation to the Stanislaus County EMS System;
 - iii. Customer service and cultural sensitivity;
 - iv. Pre-accreditation field evaluation for paramedics; and
 - v. Post-accreditation education, supervision, evaluation.

10.6 Paramedic Training Requirements

A. Cardiopulmonary Resuscitation Certification:

1. All paramedics shall be certified in cardiopulmonary resuscitation (“CPR”) and have a current course completion card in CPR for the Professional Rescuer, issued by the American Heart Association, or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by MVEMSA Medical Director and adequate to ensure competency in the skills included in the CPR curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all CPR qualified paramedics performing services under this Agreement.

B. Advanced Cardiac Life Support (ACLS) Certification:

1. All paramedics shall have a current ACLS Course Completion Card, issued by the American Heart Association or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by the MVEMSA Medical Director and adequate to ensure competency in the skills included in the ACLS curriculum.

2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all ACLS qualified paramedics performing services under this Agreement.

C. Trauma Training:

1. All paramedics shall be certified in either Prehospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by MVEMSA Medical Director and adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this Agreement.

D. Pediatric Education:

1. All paramedics shall be certified in one of the following pediatric training programs:
 - a. Pediatric Education for Prehospital Personnel (PEPP) Pediatric Advanced Life Support (PALS), or
 - b. Contractor shall document that each paramedic has satisfactorily completed comparable training approved by MVEMSA Medical Director and adequate to ensure competency in the skills included in the PEPP/PALS curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all PEPP/PALS qualified paramedics performing services under this Agreement.

E. Bariatric Training:

Contractor's paramedics shall have specialized training for the safe movement and transport of morbidly obese patients.

10.7 EMT Training Requirements

A. Cardiopulmonary Resuscitation Certification:

1. All EMT shall be certified in cardiopulmonary resuscitation ("CPR") and have a current course completion card in CPR for the Professional Rescuer, issued by the American Heart Association, or the Contractor shall document that each EMT has satisfactorily completed comparable training approved by MVEMSA Medical Director and adequate to ensure competency in the skills included in the CPR curriculum.

2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all CPR qualified EMTs performing services under this Agreement.

B. **Bariatric Training:**

Contractor's EMTs shall have specialized training for the safe movement and transport of morbidly obese patients.

10.8 Company Orientation

A. Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall be reviewed by MVEMSA and include at a minimum:

1. Provider agency policies and procedures;
2. Radio communications with and between the provider agencies, base hospital, receiving hospitals, and County communications centers;
3. Ambulance and equipment utilization and maintenance;
4. Continual orientation to customer service expectations;
5. Performance improvement, and
6. The billing and reimbursement process, and compliance.

10.9 EMS Orientation

A. Contractor shall ensure that all field personnel, not previously employed in Stanislaus County attend a company orientation to the Stanislaus County EMS System which shall be approved by MVEMSA.

B. This orientation shall offer an overview of the Stanislaus County EMS system, review of MVEMSA Policies and Procedures with particular attention to specialized systems of care, EMS documentation requirements, and Local Optional Scope practices.

10.10 Incident Management

A. Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS) Training.

1. Contractor shall train all ambulance personnel, supervisory personnel, and management personnel in the Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS), consistent with federal, state, and local doctrine. At this time, training standards include:

- a. Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS- 800 and SEMS
- b. Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS- 700, IS-800, and SEMS
- c. Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, and SEMS

10.11 Multi-Casualty Response

- A. Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under MVEMSA Multi-Casualty Incident Plan including training in the EMResource system and prepare them to function in the medical/health portion of the Incident Command System.
- B. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

10.12 Stress Management and Employee Resilience

- A. Contractor shall work with Agency to establish an EMS System-based stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.

10.13 Behavior Health Management Training

Contractor shall develop and implement ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol, or other behavioral or stress related problems, as well as difficult scenes on an on-going basis.

10.14 Driver Training

- A. Contractor shall provide emergency vehicle operator's course (EVOC) training to promote safe driving and prevent vehicular crashes/incidents to each of its personnel who operate a vehicle in performing service under this Agreement, including on-going driver-training for ambulance and field supervisory personnel.
- B. Training and skill proficiency is required at initial employment with annual training refresher courses and skill confirmation for ambulance and field supervisory personnel.

10.15 Communicable Disease and Infection Control

- A. Contractor shall have a MVEMSA approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- B. The Contractor shall maintain and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.

10.16 Additional Qualifications and Training

- A. Contractor may offer and/or require additional personnel qualifications and training beyond MVEMSA requirements.
- B. The County may add or delete requirements during the term of this Agreement as educational requirements change.

10.17 Workforce Wellness Program

Contractor will have an employee wellness programs to include activities such as company-sponsored exercise, weight-loss, educational seminars, tobacco-cessation programs, and health screenings that are designed to help employees eat better, lose weight, and improve their overall physical health.

10.18 Health and Safety

- A. Contractor shall have a MVEMSA approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste.
- B. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- C. The Health and Safety program shall include, at a minimum:
 - 1. Pre-screening of employees (including drug testing);
 - 2. Initial and on-going driver training;
 - 3. Lifting technique training;
 - 4. Hazard reduction training;

5. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues;
 6. Involvement of employees in planning and executing its safety program; and
 7. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents.
- D. Contractor's health, safety and risk mitigation process will include, at a minimum:
1. Gathering data on all incidents that occur among the Contractor's workforce;
 2. Analyzing the data to find causative factors and determine preventive measures;
 3. Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;
 4. Gathering health and safety information as required by law;
 5. Implementing training and corrective action on health and safety related incidents, as required by law;
 6. Providing initial and on-going training on safe practices and interventions; and
 7. Providing safe equipment and vehicles.
- E. Contractor shall provide adequate Personal Protective Equipment ("PPE") to employees, including universal precautions for routine care, uniforms and personal protective gear to employees working in hazardous environments, including but not limited to; rescue operations and motor vehicle collisions. The Contractor shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. All field providers must be trained in the use of PPE and fit tested when appropriate. Policies and procedures must clearly describe the routine use of PPE on all patient encounters. The Contractor shall maintain uniform standardization as approved by MVEMSA.
- F. Personal Protective Equipment shall meet all State and Federal requirements specific to EMS use and State of California EMS Authority recommendations for PPE. At a minimum, personal protective gear shall include appropriate protection for:
1. Head (i.e. safety helmet);
 2. Eyes (i.e. safety helmet face shield or goggles);
 3. Ear protection;

4. Skin (i.e. jacket and gloves); and
5. Respiratory protection (i.e. face masks and N95 masks).

10.19 Evolving OSHA and Other Regulatory Requirements

- A. If regulatory requirements change for occupational safety and health, including but not limited to, infection control, blood borne pathogens, and TB during the term of this Agreement the Contractor shall adopt procedures that meet or exceed all requirements.
- B. Contractor shall make health screening and all currently recommended immunizations available to its high-risk personnel at no cost.

10.20 Support of Local EMS Training Activities

- A. In an effort to continually increase the level of training and bring new caregivers into Contractor's authorized response zone, Contractor shall:
 1. Offer educational opportunities for EMT students to participate in ride-alongs on Contractor's ambulances. Preference should be given to local EMT training programs. Participating programs will be required to execute a ride-along agreement with Contractor;
 2. Provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in Stanislaus County. These local training programs will generally have priority over out-of-county training programs, but not over Contractor's local employees who may be enrolled in an out-of-county training program;
 3. Work cooperatively with other Stanislaus County providers to facilitate quarterly educational events that will seek to include a broad spectrum of Stanislaus County EMS system stakeholders, including emergency department physicians, nurses, dispatchers, fire service, helicopter service, and ambulance paramedics, and EMTs;
 4. In coordination with local fire departments and medical direction, Contractor shall identify and develop educational initiatives to address the evolving needs and treatment modalities of our patients such as Resuscitation Academy, Cadaver Lab, Airway Management Workshop, cardiac device symposiums, and pediatric education days.

10.21 Participation in EMS System Development

MVEMSA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. MVEMSA requires Contractor to actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. Contractor shall participate and assist in the development of system changes.

10.22 Community Education

A. Contractor will support prevention and system access through community education programs provided to schools, and community groups. Contractor shall lead or participate in such programs working collaboratively with MVEMSA, other public safety and EMS-related groups.

B. Contractor shall:

1. Annually participate in definitive community education programs, including:
 - a. Support pilot program educating medical clinics and Skilled Nursing Facilities (“SNF”) on accessing and efficient use of 9-1-1, and collaborate with stakeholders for possible facility expansion;
 - b. Chest Pain Awareness, Hands-Only CPR, and Stop the Bleed initiatives;
 - c. Stroke Awareness;
 - d. Every 15 Minutes/DUI Awareness;
 - e. Fall Prevention;
 - f. National Night Out neighborhood awareness;
 - g. Stanislaus County Safe Kids Coalition; and
 - h. Stanislaus Safe Halloween Program.
2. Deliver training on chest pain awareness, hands-only CPR, and Stop the Bleed on an annual basis to community members in partnership with fire services.
3. Partner with the California Highway Patrol (“CHP”) Every 15-Minutes and other DUI reduction programs and provide event planning support, EMS staff, and equipment for programs in the County as requested by CHP.

10.23 Environmentally Friendly Business Practices

It is the intent of the specifications, terms, and conditions within this Agreement to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional products.

10.24 Recycling

A. Stanislaus County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its Contractors to recycle appropriate materials offered by the waste disposal services in the area, and reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible, and reuse appropriate items when possible. Also important is the proper disposal of toxic, flammable, biohazard and/or hazardous materials.

B. Some examples of environmentally friendly practices include:

1. Backhauling product packaging to the supplier for reuse or recycling;
2. Shipping in bulk or reduced packaging;
3. Using soy bean-based inks for packaging printing; and
4. Using recycled product packaging or using recyclable or reusable packaging material the County encourages all Contractors for goods and services to adhere to these principles where practical.

10.25 Conformity with Laws and Safety

In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

10.26 Equal Employment Opportunity Practices Provisions

A. Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

B. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer"

or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.

- C. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
- D. If requested to do so by MVEMSA, Contractor shall provide access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- F. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its sub-contracts.

10.27 Drug Free Workplace

Contractor shall maintain a drug-free workplace. Contractor shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any facility or work site.

10.28 Time of Essence

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

10.29 Accidents

- A. If a death, serious personal injury, vehicle accident or substantial property damage occurs in connection with Contractor's performance of this Agreement and/or warrants submission of a MVEMSA Unusual Occurrence Report (as per MVEMSA Policy), Contractor shall immediately notify MVEMSA by contacting dispatch and speaking with MVEMSA Duty Officer on call.
- B. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant MVEMSA the opportunity to review and inspect such evidence, including the scene of the accident.

10.30 Worker's Compensation

Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from MVEMSA any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

SECTION 11: FISCAL REQUIREMENTS

11.1 Pricing, Billing, and Collections

- A. The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.
- B. Contractor shall be entitled to charge patients for the services rendered according to the User Fee Schedule in Exhibit 3. Contractor shall not discount its rates less than the rates set forth in Exhibit 3, except where required by law (e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy).
- C. Contractor shall submit any requested revisions to this list of charges to the MVEMSA Executive Director for approval prior to instituting any new charges. Such approval shall be in the sole discretion of MVEMSA Executive Director. Approval, however, shall not be unreasonably withheld.
- D. Contractor shall not receive a subsidy from MVEMSA or Stanislaus County for the performance of any services described within this Agreement. Nothing herein shall prohibit MVEMSA from entering into a separate agreement(s) with Contractor.

11.2 Technology and Equipment Upgrade Fund

MVEMSA has created a Technology and Equipment Upgrade Fund. Contractor is required to charge a fee of and contribute \$1.00 per transport mile, adjusted by the actual annual marginal collection rate, to the fund. Expenditures from the Fund shall be recommended by MVEMSA Medical Director, approved by the EMSC, and authorized by MVEMSA Executive Director for the purposes of upgrading patient clinical care and/or EMS technology. Contractor shall contribute to the Fund annually within forty-five (45) calendar days following MVEMSA's fiscal year end June 30th (first payment due by August 15 , 2020).

11.3 Dedicated Standby

Contractor may charge a reasonable fee to the responsible party(-ies) for a dedicated ALS standby ambulance at an event. Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services.

11.4 Medicare and Medi-Cal

Contractor will accept assignment from Medicare and Medi-Cal for patients meeting the medical necessity requirement.

11.5 Rate Adjustments

- A. MVEMSA's intent for this Agreement is to provide a business model that will provide a high quality, stable, long term, efficient and cost-effective 9-1-1 emergency ambulance service with advanced life support (ALS) and basic life support (BLS) transports.
- B. User fees identified in Exhibit 3 may be increased annually to adjust for inflation which shall be based on the Bay Area Consumer Price Index (CPI) and/or other appropriate indexes reflecting increased costs of operations. MVEMSA recognizes that traditional CPI rate increases may not keep pace with Contractor's cost increases, and desires to ensure that Contractor's financial stability is balanced with the desire to keep ambulance fees as low as possible.
- C. In the event that CPI-based rate adjustments do not compensate for the increased cost of operating the 9-1-1 ambulance service. Should the Contractor, based on erosion of earnings, requires more than the CPI adjustment,, the Contractor may request an additional rate increase, which shall be subject to approval by the MVEMSA Executive Director in order to ensure a fair and appropriate cost to residents and visitors to the authorized response zone service areas. The MVEMSA Executive Director's decision will be informed by documentation submitted by the provider to substantiate the need for a rate increase. Such documentation may include but are not limited to system statements, audited financial report, collection rate and payer mix.
- D. The Contractor may propose rate changes to MVEMSA no more frequently than annually unless the Contractor can demonstrate to the satisfaction of MVEMSA that, due to extraordinary changes in reimbursement or the cost structure of the Contractor's operations which were beyond the control of the Proposer, an undue financial hardship would be placed on the Contractor in the absence of an immediate rate consideration. No rate increase will be considered for the first year of the contract.
- E. MVEMSA reserves the right, in its sole discretion, to conduct a local program audit in the event that the Contractor requests a fee increase in excess of ten percent (10%). Any increase of 10% or greater must be approved by the JPA Board of Directors. MVEMSA will require a program audit to conclude whether the Contractor is complying with the financial and operational terms and conditions of the contract. MVEMSA will hire the auditor and the cost of the audit will be paid by the Contractor. The auditor will identify key agreement terms and conditions, and review the related documentation (e.g., invoices, agreement amendments, regulatory requirements, accounting records, financial reports, correspondence). The audit report will provide findings, conclusions and recommendations related to the Contractor's compliance. Failure of the Contractor to comply fully with the audit shall result in denial of the requested User Fee increase.

- F. User fees identified in Exhibit 3 including fees established for first responder services shall be increased annually to adjust for inflation which shall be based on the Bay Area Consumer Price Index (CPI) and/or other appropriate indexes reflecting increased costs of operations.

11.6 Billing and Collection Services

- A. Contractor shall contract for or self-operate a billing and accounts receivable system that is well-documented, easy to audit, and which minimizes the effort required of patients to recover from third party sources for which they may be eligible.
- B. Contractor shall be responsible for humane billing and collection practices. Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner.
- C. Contractor's billing and collection practices shall not be burdensome or oppressive and will be in accordance with all State and Federal laws and regulations.
- D. Contractor's accounts receivable management system will be capable of timely response (within two [2] business days) to patient and third- party payor inquiries regarding submission of insurance claims, dates, and types of payments made, itemized charges and other inquiries.
- E. There will be staff available at the Contractor's local headquarters to provide an initial response to questions regarding patient bills. Contractor will provide for interpreter service, relative to billing and collections, to parties having limited English proficiency.
- F. Direct patient billing statements will be itemized so that all charges are clearly explained. Each charge to the patient shall be listed separately. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or paper.
- G. Contractor shall not engage in collections at the time of service including but not limited to at-scene, en-route, or upon delivery of the patient unless approved by MVEMSA and in accordance with policies and procedures approved by MVEMSA.
- H. If a patient is initially billed directly, Contractor's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.
- I. If a patient has no third-party coverage, Contractor will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

11.7 Financial Hardship Policy and County Programs

- A. Contractor shall have a written financial hardship/compassionate care policy which shall apply to patients who do not have medical insurance and who have limited financial capacity. The policy shall extend discounts to patients who are at or below 250% of the Federal Poverty Level standards, ineligibility for Medi-Cal/Medicaid or other third-party coverage, as well as extenuating circumstances.

11.8 Accounting and Payments to MVEMSA

- A. Invoicing and Payment for Service:
The Contractor shall pay MVEMSA on or before the 30th day after receipt of any invoice. Any disputes of the invoiced amounts shall be resolved in this thirty-day period. If they have not been resolved to MVEMSA's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. MVEMSA warrants that the amounts payable are substantially less than its actual costs of providing such services.
- B. Invoicing for Response Compliance Liquidated Damages MVEMSA will calculate and invoice monthly response compliance damages and/or liquidated damages based on the finalized monthly compliance reports from First Watch.
- C. MVEMSA Oversight & Monitoring Services
The Contractor shall transmit to MVEMSA an annual Oversight & Monitoring Service fee of \$4,342. All fees will be invoiced by MVEMSA by January 1 of each calendar year and all fees will be payable within 60 calendar days unless a monthly or quarterly payment schedule is negotiated with MVEMSA.
- E. Non-Emergency Transport Call Volume Fee
Fees for non-emergency ambulance patient transports will be assessed on a quarterly basis at the rate of \$2.00 for each patient transport.
- F. Stanislaus County Monitoring Fee
Pursuant to the Stanislaus County Ambulance Ordinance, Contractor shall transmit to MVEMSA an annual Monitoring Fee of \$1,000. One quarter of the annual fee shall be due on January 1, April 1, July 1, and October 1 of each year of this Agreement.
- G. FirstWatch Annual Support and Maintenance:
The MVEMSA will pay the current annual support and maintenance fees (\$5,216.89) relevant to the authorized response zone for the FirstWatch surveillance platform. Any changes to the current Contractor's ePCR program resulting in First Watch fees shall be paid by the Contractor. Any annual fee increase greater than 10% shall be shared by the Contractor.

Contractor shall pay all Liquidated Damages and/or other financial penalties to MVEMSA pursuant to the terms of this Agreement.

11.9 Taxes

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

SECTION 12: GENERAL AGREEMENT REQUIREMENTS

12.1 Training Documentation Retention

Contractor shall ensure that all personnel subject to training requirements have obtained all necessary education. At all times, Contractor shall retain copies of the current training documentation including but not limited to course completion certificates for all paramedics and EMTs performing services under this Agreement.

12.2 Audits and Inspections

- A. Contractor shall maintain separate full and accurate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.
- B. With reasonable notification and during normal business hours, MVEMSA, its authorized agents, officers, or employees, shall have the right to review all business records including financial records of Contractor pertaining to this Agreement. All records shall be made available to MVEMSA at MVEMSA office or other mutually agreeable location. MVEMSA may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment contracts as legally permissible..
- C. Contractor shall make available un-audited Year-end Financial Reports to the MVEMSA Executive Director within 120 days of the close of the Contractor's fiscal year. Annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures shall be sent to the MVEMSA Executive Director when completed. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the Stanislaus County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for Stanislaus County contract services available to MVEMSA to audit as requested.

- D. Contractor may be required by MVEMSA to provide MVEMSA with periodic report(s) in the format approved by the MVEMSA Executive Director to demonstrate billing compliance with approved/specified rates.

12.3 Annual Performance Evaluation

- A. MVEMSA will evaluate the performance of the ambulance provider annually through the Emergency Medical Services Committee (EMSC) or a committee designated by the MVEMSA Executive Director. Contractor shall produce an annual performance report as required by the MVEMSA Executive Director, which at a minimum, shall include the following in the performance evaluation:
 1. Documentation of Contractor's overall compliance with the terms and conditions of this Agreement;
 2. Objective documentation of Contractor's compliance with Response Time Standards;
 3. Objective documentation of effectiveness of Contractor's quality management program in assuring the consistent delivery of high-quality clinical care;
 4. Objective and auditable documentation of Contractor's financial performance and stability;
 5. Documentation of actions of Contractor's personnel in collaborating with MVEMSA and system stakeholders to deliver efficient, effective, and compassionate prehospital care to the residents and visitors of the County;
 6. Objective and subjective documentation of satisfaction of Contractor's customers;
 7. Objective documentation of community engagement by Contractor, including education and prevention activities.

12.4 Continuous Service Delivery

- A. Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with MVEMSA to ensure continuous and uninterrupted delivery of services that meet or exceed all performance standards under the Agreement, Contractor agrees that there is a public health and safety obligation to assist MVEMSA in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

12.5 Material Breach and Provisions for Termination of This Agreement

- A. MVEMSA shall have the right to terminate this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to

timely correct such material breach (if a right to cure is applicable) in accordance with Section 12.8 following the service on it of a written notice by MVEMSA specifying the material breach complained of and the date of intended termination of rights hereunder.

- B. MVEMSA reserves the right to immediately terminate this Agreement if in the reasonable determination of the MVEMSA Executive Director continued service by Contractor poses an immediate threat to public health and safety and such matter cannot be cured by Contractor within the time periods set forth below..

12.6 Definitions of Breach

A. Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:

1. Willful failure of Contractor to operate the 9-1-1 emergency ambulance services with advanced life support (ALS) and basic life support (BLS) transport system in a manner which enables MVEMSA or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach, but such willful and repeated material breaches shall constitute a material breach;
2. Willful falsification of data supplied to MVEMSA by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under Agreement;
3. Willful failure by Contractor to maintain equipment in accordance with good maintenance practices;
4. Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period;
5. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent proposal cycle;
6. Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
7. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
8. Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;

9. Repeated failure of Contractor to meet Response Time requirements after receiving notice of non-compliance from the MVEMSA Executive Director;
10. Repeated failure of Contractor to pay liquidated damages to MVEMSA on or before the 30th day after receipt of the invoice;
11. Failure to employ Key Personnel or suitable replacement(s) approved by and performing to the satisfaction of the MVEMSA Executive Director and/or MVEMSA Medical Director at any time during the course of this Agreement term;
12. Failure of Contractor to provide and maintain the required insurance as described in Exhibit 6;
13. Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, Response Time data, or financial data, within the time periods specified;
14. Any failure of performance, clinical or other, which is reasonably determined by the MVEMSA Executive Director and confirmed by the MVEMSA Medical Director to constitute an endangerment to public health and safety; or
15. Failure of Contractor to comply with the vehicle lease provisions, if applicable.

12.7 MVEMSA's Remedies

A. Termination:

If conditions or circumstances constituting a material breach exist, MVEMSA shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement.

B. Emergency Takeover

1. In the event MVEMSA terminates this Agreement for material breach, the MVEMSA may elect to exercise right of Emergency Takeover.
2. All MVEMSA's remedies shall be non-exclusive and shall be in addition to any other remedy available to the MVEMSA.

12.8 Provisions for Curing Material Breach

A. Specifications:

1. In the event the MVEMSA Executive Director determines that there has been a material breach by Contractor of the standards and performances as described in this Agreement, MVEMSA shall give Contractor written notice, by regular mail, , setting forth with reasonable specificity the nature of the material breach.

2. Except where MVEMSA Executive Director reasonably determines that the breach presents an immediate threat to public health and safety requiring an immediate termination of this Agreement, Contractor shall have the right to cure such material breach within thirty (30) days of delivery of such notice (to the extent such matter may reasonably be cured within 30 days) and the reason such material breach endangers the public's health and safety. However, within three business days of receipt of such material breach notice, Contractor shall deliver to MVEMSA, in writing, a plan of action to cure such material breach unless such matter is of such nature that an immediate threat to the public health and safety is present requiring a response within 24 hours of Contractor's receipt of the material breach notice. If, within MVEMSA's reasonable determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to MVEMSA in a timely manner, MVEMSA terminate this Agreement and elect to Emergency Takeover as set forth in Section 12.7.
3. Contractor shall not be prohibited 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 Emergency Takeover. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a material breach has occurred, shall be initiated, and shall take place only after the Emergency Takeover has been completed.
4. Contractor's cooperation with and full support of such Emergency Takeover shall not be construed as acceptance by Contractor of the findings and material breach and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with MVEMSA to affect a smooth and safe takeover of operations, shall itself constitute a breach of this Agreement, even if it was later determined that the original declaration of material breach by the MVEMSA was made in error.
5. For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by MVEMSA, which cannot otherwise be resolved, early termination provisions that may be agreed to by the parties will supersede these specifications.

12.9 No Waiver

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

12.10 Termination

A. Written Notice:

This Agreement may be canceled immediately by written mutual agreement of the Contractor and the MVEMSA.

B. Failure to Perform:

If Contractor fails to cure a material breach under the terms of Section 12.8 or the MVEMSA invokes an Emergency Takeover in accordance with Section 12.11 of this Agreement, MVEMSA, upon written notice to Contractor, may immediately terminate this Agreement. In the event of such termination, MVEMSA may proceed with the work in any reasonable manner it chooses. The cost to MVEMSA of completing Contractor's performance shall be partially supported by securing any sum due Contractor under this Agreement or from third-party payors or clients who have paid Contractor a fee for services within Stanislaus County, without prejudice to MVEMSA's rights otherwise to recover its damages. MVEMSA and Contractor may meet and confer regarding MVEMSA's assumption of sums due to Contractor.

12.11 Emergency Takeover

A. Specifications:

1. In the event MVEMSA reasonably determines that an actual, anticipated or threatened material breach has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in MVEMSA Executive Director's sole determination, such that public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct deficiency, the matter shall be presented to the MVEMSA JPA Board of Directors. If the Board concurs that a breach has occurred, and that health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with MVEMSA to affect an immediate takeover by MVEMSA of Contractor's ambulances and comfort stations. Such Emergency Takeovers shall be effected within not more than 72 hours after Board of Supervisors' action.
2. In the event of an Emergency Takeover, MVEMSA may lease for a period of twelve (12) months any and all service vehicles used by the Contractor in the performance under the Agreement, including, but not limited to, fully equipped ambulances and Supervisor vehicles, for one dollar (\$1.00) per month per vehicle. MVEMSA may also lease Contractors comfort stations for one dollar (\$1.00) per month per station. MVEMSA shall have full use of vehicles and equipment and may, at MVEMSA's sole option, hire another company or entity approved by MVEMSA to manage ambulance operations until a replacement provider for the authorized response zone is selected through a procurement process conducted by MVEMSA in accordance with EMSA requirements. Such Emergency Takeover lease shall

be subject to the terms of the Standby Lease Agreement attached as an Exhibit to this Agreement.

3. Contractor shall fully cooperate if MVEMSA elects to lease any or all service vehicles pursuant to the above provision. Alternatively, MVEMSA may elect to purchase the vehicles at their depreciated value as of the date of such election. MVEMSA shall have sole discretion as to which vehicles it leases, subleases, or purchases pursuant to these provisions.
4. In the event of Emergency Takeover, Contractor shall deliver ambulances and comfort stations to MVEMSA in mitigation of any damages to MVEMSA resulting from Contractor's material breach. All funds recovered, and equipment leased, subleased, or purchased from Contractor by MVEMSA will be used for the sole purpose of ensuring continuous 9-1-1 emergency ambulance services with advanced life support ("ALS") transport and Basic Life Support (BLS) transport. Examples of how funds will be used are: personnel salaries and benefits, equipment and supplies, building and vehicle lease payments, and insurance premiums.
5. MVEMSA shall have the right to authorize the use of Contractor's vehicles, equipment and rest stations by another company or entity. Should MVEMSA require a substitute Contractor to obtain insurance on equipment, vehicles or rest stations, or should MVEMSA choose to obtain insurance on vehicles/equipment/rest stations, Contractor shall be a "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.
6. All of Contractor's vehicles and related equipment necessary for provision of 9-1-1 emergency ambulance services with advanced life support ("ALS") transport and Basic Life Support (BLS) transport services under this Agreement will be delivered to MVEMSA during an Emergency Takeover period. Contractor shall maintain and provide to MVEMSA a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any, and all comfort station locations. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide 9-1-1 emergency ambulance services with advanced life support ("ALS") transport and Basic Life Support (BLS) transport emergency response hereunder shall be reported to MVEMSA within thirty (30) days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of Emergency Takeover.

12.12 "Lame Duck" Provisions

A. Conditions:

1. Contractor's obligations under this Agreement shall terminate upon the expiration of the Term hereunder. Notwithstanding the foregoing, should this Agreement not

be renewed or extended due to an impending procurement process, Contractor agrees to reasonably continue to provide services required under this Agreement until the MVEMSA or a new entity approved by MVEMSA assumes service responsibilities. Under these circumstances, Contractor will serve as a lame duck Contractor for an period not to exceed 180 days. To ensure continued performance consistent with the requirements in this Agreement through any such period, the following provisions shall apply:

- a. Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of this Agreement related to qualifications of key personnel.;
 - b. Contractor shall make no changes in methods of operation that actually reduce or could reasonably be considered to be aimed at reducing Contractor's service
 - c. Contractor shall make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the incoming provider. ;
 - d. Should there be a change in provider, the current service provider shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Bidders and shall allow without penalty its employees to sign contingent employment agreements with competing Bidders at employees' discretion. The current service provider acknowledges and agrees that supervisory personnel, EMTs, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though contractors may change. However, the current service provider may prohibit its employees from assisting competing Bidders in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations;
 - e. MVEMSA recognizes that if another organization should be selected to provide service, the current service provider may reasonably begin to prepare for transition of service to the new entity. MVEMSA shall not unreasonably withhold its approval of the current service provider request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc.; and
- B. The parties agree that under a Lame Duck Period, Contractor shall not be subject to:
1. The payment of any fees to the County, including oversight or related fees due under this Agreement

2. Response Time Penalties due as a result of staffing issues experienced by Contractor that are unrelated to any actions taken by Contractor but are otherwise outside the control of Contractor and due to the transition of providers;
3. Community outreach or related obligations; or
4. Any obligations to upgrade, replace or acquire new equipment vehicles, software, systems or other matters set forth in this Agreement.

12.13 Federal Healthcare Program Compliance Provisions

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, emergency and ALS ambulance services, including 9-1-1 Emergency Ambulance Services with Advanced Life Support (ALS) and Basic Life Support (BLS) Transport and those associated with employees.

12.14 Medicare Compliance Program Requirements

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

12.15 Health Insurance Portability and Accountability ACT (HIPAA)

A. Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the Department of Health and Human Services. Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA rules and regulations will be reported immediately to the MVEMSA along with Contractor's actions to mitigate the effect of such violations. The three major components of HIPAA include:

1. Standards for Privacy and Individually Identifiable Health Information.
2. Health Insurance Reform: Security Standards.
3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

12.16 State and Local Regulations Compliance Provisions

Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with MVEMSA policies, procedures and protocols. Contractor is responsible for complying with all rules and regulations associated with providing services for

recipients of and being reimbursed by state Medi-Cal and other state and federally funded programs.

12.17 Permits and Licenses

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

12.18 Compliance with Laws and Regulations

All services furnished by Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

12.19 Private Work

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of this Agreement or allocation of overhead and that is not inconsistent with the terms of this Agreement. In the event Contractor does private work outside of this Agreement, and if any overhead costs are shared between the two businesses, financial information provided regarding this Agreement shall clearly identify the relation and percentage shared.

12.20 Retention of Records

Contractor shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations, and no less than seven (7) years from the end of the fiscal year following the date of service and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the MVEMSA, the State of California, and the United States Government.

12.21 Product Endorsement/Advertising

Contractor shall not use the name of Stanislaus County or MVEMSA for the endorsement of any commercial products or services without the prior express written permission of MVEMSA Executive Director.

12.22 Observation and Inspections

- A. An MVEMSA representative may ride along on any of Contractor's ambulances or Supervisor Vehicles at any time, subject to applicable law to observe Contractor's staff to ensure they conduct themselves in a professional and courteous manner, are following MVEMSA policies and procedures, are at all times respectful to patients, other first responders, hospital staff and Contractor's employees.
- B. An MVEMSA representative may inspect any of Contractor's ambulances or Supervisor Vehicles at any time to ensure they meet the requirements of this Agreement.
- C. At any time during normal business hours and as often as may be reasonably deemed necessary by MVEMSA, MVEMSA representatives may observe Contractor's office operations, and Contractor shall make available to MVEMSA for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to this Agreement. MVEMSA may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment contracts, and other documentation for MVEMSA to fulfill its oversight role, as applicable by law .
- D. Contractor shall provide access to various monitoring systems used by Contractor, including but not limited to CAD, AVL, mapping, system status management, operational and clinical performance, as well as screens for displaying dynamic data and information contained therein at MVEMSA. Contractor shall also ensure remote access to same for authorized personnel as specified by MVEMSA Executive Director at Contractor's cost.

12.23 Omnibus Provision

Contractor understands and agrees that for five years following the conclusion of this Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent contracts, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

12.24 Rights and Remedies Not Waived

Contractor covenants that the provision of services to be performed by Contractor under this Agreement shall be completed without compensation from the MVEMSA, except as

specified herein. The acceptance of work under this Agreement shall not be held to prevent maintenance of an action for failure to perform work in accordance with this Agreement.

12.25 Consent to Jurisdiction

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in all actions and proceedings between the parties hereto arising under or growing out of this Agreement. Venue shall lie in Stanislaus County, California.

12.26 End-Term Provisions

Contractor shall have ninety (90) days after termination of this Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of this Agreement at the end of the term.

12.27 Cost of Enforcement

If MVEMSA or Contractor institutes litigation against the other party to enforce its rights pursuant to performing the work under this Agreement, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be paid or reimbursed within ninety (90) days after receiving notice by the prevailing party following a final decision or exhaustion of all appeals.

12.28 Independent Contractor

- A. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the MVEMSA in any capacity whatsoever, and MVEMSA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.
- B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold MVEMSA harmless from any and all liability which MVEMSA may incur because of Contractor's failure to pay such amounts.

- C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of MVEMSA.
- D. Contractor does, by this Agreement, agree to perform her/his said work and functions at all times in strict accordance with currently approved methods and practices in her/his field and that the sole interest of MVEMSA is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the MVEMSA concerned.
- E. Notwithstanding the foregoing, if the MVEMSA determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, MVEMSA may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

12.29 Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify MVEMSA and Stanislaus County, its Board of Supervisors & Directors , employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The MVEMSA may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to MVEMSA, including defense costs, and shall not be limited by any insurance limits.

12.30 Insurance

Contractor shall at all times during the term of the Agreement with MVEMSA maintain in force, at minimum, those insurance policies as designated in the attached Exhibit 6 and will comply with all those requirements as stated therein. The MVEMSA and all parties as set forth on Exhibit 6 shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the MVEMSA, including defense costs and damages. Any insurance limitations are independent of and shall not

limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to MVEMSA. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the MVEMSA before MVEMSA's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

12.31 Performance Security

Contractor must be able to obtain and maintain in full force and effect, throughout the term of the Agreement a performance guarantee equivalent to nine (9) months of operating expenses in the form of cash or letter of credit or performance security bond. This is one option:

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 MVEMSA.

12.32 Conflicts of Interest; Confidentiality

Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the MVEMSA that Contractor has no present, and will have no future, conflict of interest between providing the MVEMSA services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the MVEMSA, as determined in the reasonable judgment of the MVEMSA JPA Board of Directors.

12.33 Headings

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

12.34 Debarment and Suspension Certification

A. Contractor shall comply with applicable Federal suspension and debarment regulations, including but not limited to, 29 CFR 97.35, 45 CFR 75.213 and Executive Order 12549. By signing this Agreement Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency; and

2. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

12.35 Ownership of Documents

- A. Contractor hereby assigns to the MVEMSA and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the MVEMSA, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.
- B. Contractor also hereby assigns to the MVEMSA and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.
- C. Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by MVEMSA to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the MVEMSA and any assignee of the MVEMSA an express royalty – free license to retain and use said Documents and Materials. The MVEMSA's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in this Agreement have been fully performed or paid for.
- D. In Contractor's contracts with sub-contractors, Contractor shall expressly obligate its Sub-Contractors to grant the MVEMSA the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the MVEMSA harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.
- E. Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in this Agreement, and shall defend, indemnify and hold the MVEMSA harmless from any claims for infringement of patent or copyright arising out of such selection. The MVEMSA's rights under this Paragraph shall not extend to any computer software used to create such Documents and Materials.

12.36 Modification and Amendment

The terms of this Agreement may be modified by mutual consent of MVEMSA and the Contractor in writing. Acceptable modifications include changes to improve the efficiency of the EMS System, to reduce costs, or to improve clinical care. This includes but may not be limited to: 1. modifying rates of patient charges; 2. waiving, increasing or reducing liquidated damages; 3. modifying Response Time Standards and/or response patterns; or 4. implementing case management, alternative destination, non-ambulance transport programs and/or assess, treat, and refer programs as they evolve in Stanislaus County and/or California based on emerging clinical evidence or science. If an agreed-to modification requires approval by EMS Authority, Contractor agrees to assist in obtaining that approval, if requested by MVEMSA Executive Director. All changes to the Agreement shall be approved by MVEMSA Executive Director following standard contract amendment procedures.

12.37 Severability

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

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Westside Community Healthcare District**

Contractor Signature Date Contractor Name (please print)

By: **MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY**

Executive Director Signature Date Executive Director Name (please print)

EXHIBIT 1: DEFINITIONS AND TERMS

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, 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.

Agreement - The agreement between MVEMSA and Contractor awarded pursuant to the 9-1-1 Emergency Ambulance Services with ALS and BLS Transports Request for Proposal solicitation.

ALS Unit – An ambulance especially equipped to provide advanced life support services, staffed by at least one EMT and one paramedic.

Ambulance – Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

At Scene – The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of paved roadway or closed gate.

Automated External Defibrillation (AED) – A procedure to delivery electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

AVL – Automatic vehicle locator.

Bariatric Ambulance - A bariatric ambulance is an ambulance vehicle modified to carry the severely obese. They have extra-wide interiors and carry "bariatric stretchers" and specialized lifting gear that can carry very large patients.

Basic Life Support (BLS) – As defined in Health and Safety Code Section 1797.60.

BLS Unit – As defined in Health and Safety Code Section 1797.60. 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 patient may be transported or until advanced life support is available.

Business Day - Monday through Friday except for holidays as observed per the California Government Code 6700 et seq.

California Division of Occupational Safety and Health Agency (CAL/OSHA) – State agency that protects and improves the health and safety of working men and women in California.

Call Prioritization – A process in which requests for service are prioritized based on predefined and audited criteria.

Cardio-Pulmonary Resuscitation (CPR) – An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

Code 2 Call – Any request for service designated as non-life threatening by dispatch personnel in accordance with County policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Code 3 Call – Any request for service for a perceived or actual life-threatening condition, as determined by dispatch personnel, in accordance with County policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

Computer-Aided Dispatch (CAD) – A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Continuity of Operations Plan – Continuity of Operations Plan (COOP) is part of a principle called continuity of operations that helps to ensure trouble-free operations through unanticipated events.

Continuous Quality Improvement (CQI) – Approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Contractor - The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently agreed upon terms.

County Systems - The information technology infrastructure of Stanislaus County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County - Stanislaus County

Critical Incident Stress Management (CISM) – Adaptive, short-term psychological helping-process that focuses solely on an immediate and identifiable problem.

Deployment – The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Center – Valley Regional Emergency Communications Center (“VRECC”) is the MVEMSA authorized, accredited, emergency medical dispatch center that is a 911 public safety answering point or secondary 911 public safety answering point for all of Stanislaus County. AMR currently owns and operates VRECC which serves as the single secondary Public Safety Answering Point (“PSAP”) for Stanislaus and San Joaquin Counties by providing emergency medical dispatch services for all 911 medical requests and dispatches emergency ambulances in accordance with Contractor’s deployment or system status plan.

Electronic Patient Care Report (ePCR) – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient’s health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) – An approved receiving department within a licensed hospital.

Emergency Medical Services Committee (EMSC) - Health & Safety Code 1797.274 and 1797.276, establishes an EMCC with membership prescribed and appointed by the County Board of Supervisors. The EMSC acts as an advisory body to its Board of Supervisors and MVEMSA on all matters relating to the delivery of emergency medical services.

Emergency Medical Dispatch (EMD) – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structured telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service. EMD includes but is not limited to personnel trained to state and

national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

EMResource - an Internet-based resource management and communication tool developed by Infinity Healthcare to manage real-time hospital status, ambulance diversion and other functions such as biosurveillance, mass casualty resources, public health alerts and disease tracking.

EMS Agency – the Mountain-Valley EMS Agency (MVEMSA) is a State and County authorized service agency to coordinate and regulate local emergency service for a 5 county EMS system in California including Stanislaus County.

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) – An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

En-Route Time (Out of Chute) – The elapsed time from unit alert to unit en-route. For emergency requests, an out- of-chute standard of 60 seconds maximum is not uncommon.

Fire First Responder – EMR, BLS and ALS Fire departments in the Stanislaus County JPA.

First Responder – An agency with equipment and staff (e.g., fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Fractile Basis – A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90 percent, standard is most commonly used. When a 90th percentile Response Time standard is employed, 90 percent of the applicable calls are arrived at in less than eight minutes, while only 10 percent take longer than eight minutes.

Global Positioning System (GPS) – A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) – Legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) – Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Key Employee - Employees of the Contractor jointly identified by MVEMSA and the Contractor as possessing unique skill and experience that was a material consideration in MVEMSA's decision to award a contract.

LEMSA – Local EMS Agency. The agency, department, or office having primary responsibility for administration of emergency medical services in a county and which is designated under Health & Safety Code Sections 1797.200 et seq. Local EMS Agency; see MVEMSA.

Liquidated Damages- The damages that MVEMSA will sustain as a result of the injuries caused to the local EMS system due to delays and sub-standard performance under this agreement.

Medical Priority Dispatch System (MPDS) – A set of established protocols utilized by dispatchers to determine the level of response necessary.

MDC – Mobile data computer

MHOAC - The Medical Health Operational Area Coordinator (MHOAC) Program is authorized by the California Health and Safety Code Section 1797.153. The MHOAC position represents the single point of contact for the MHOAC program and is responsible for monitoring and ensuring adequate medical and health resources are in place during a local emergency.

Multi-Casualty Incident (MCI) – **An event has taken place that results in more victims than are normally handled by the system.** The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

Base Hospital – The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Medical Director – shall mean the MVEMSA Medical Director, contracted to oversee the medical control and quality assurance programs of the Stanislaus County EMS System.

Medical Protocol – Written standards for patient medical assessment and management.

Mutual Aid/Mutual Assistance – shall refer to: 1. responses into the Stanislaus County response zones from a ground transport provider outside the response zone for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2. responses by the Contractor to service areas outside the Stanislaus County EOA and non-EOAs for the purpose of assisting the ground transport provider in that service area.

National Incident Management System (NIMS) – A systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly.

Non-Emergent Interfacility Transfer - 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 Emergency Medical Personnel at the scene of an emergency, dispatch personnel at an Authorized EMS Dispatch Center, or an Authorized ALS Ambulance Provider.

Occupational Safety and Health Agency (OSHA) – Federal agency that protects and improves the health and safety of working men and women.

Online Compliance Utility (OCU) – Software that interprets real-time CAD and ePCR data in order to produce reports and online tools to track EMS system effectiveness and compliance.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician, and whose scope of practice to provide advanced life support is according to the California Code of Regulations and whom has a valid license issued pursuant to California Health and Safety Code.

Paramedic Unit – An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in Stanislaus County shall be one (1) paramedic and one (1) EMT.

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a “post” may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Productivity – The measures of work used in the ambulance industry that compare the used resources (unit-hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

PST - Pacific Standard Time, including Pacific Daylight Time when in effect

Public Access Defibrillation (PAD) – A program that place automatic external defibrillators throughout communities.

Public Safety Answering Point (PSAP) – A government operated facility that receives emergency calls for assistance through the E-9-1-1 system or over private telephone lines.

Response Time Exemption – A late or specified other response which when approved by MVEMSA shall be excluded from Response Time compliance calculations and financial penalties.

Response Time – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Response Time Compliance Zone - There is one (1) Response Time Compliance Zone in the authorized response zone. These zones may contain a mix of urban/suburban, rural and remote/wilderness Response Time Areas.

Rural (Response Area)- The term used to denote a response area that consists of grids that are contiguous and parallel to a suburban response grid; contiguous and parallel grids located adjacent to a grid previously identified as rural and meeting the population density of 7 to 50 persons per square mile; and connected by more than one grid to an adjacent response area meeting rural criteria.

Secondary Public Safety Answering Point - A Secondary PSAP is able to receive voice and data of an Enhanced 911 call transferred from a Primary PSAP, and to complete the 911 process by dispatching law enforcement, ambulances, firefighters or other responders.

ST-Elevation Myocardial Infarction (STEMI) – A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency Management System (SEMS) – A structure for coordination between the government and local emergency response organizations.

Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

Suburban (Response Area)-The term used to denote a response area that consists of grids that are contiguous and parallel to an urban grid; a contiguous and parallel grid adjacent to a grid previously identified as suburban and meeting the population density of 51 to 99 persons per square mile; and connected by more than one grid to an adjacent response area meeting suburban criteria.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

Transport Unit Hour Utilization- A measurement of how hard and how effectively system crews are working. It is calculated by dividing the number of hours a crew spends transporting patients by the total hours worked during a shift.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

Urban (Response Area)- The term used to denote a response area that consists of grids that are located within the boundaries of an incorporated city, a contiguous and parallel grid adjacent to a grid that is located within the boundaries of an incorporated city, or is adjacent to a grid that abuts a grid previously identified that meets urban criteria, and that meets the population density of greater than 100 persons per square mile; any grid meeting population density criteria for suburban, rural, or wilderness designation that is surrounded on three sides by an urban grid; and connected by more than one grid to an adjacent response area meeting urban criteria.

Utilization – A measure of work that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

Wilderness (Response Area) - The term used to denote a response grid that does not meet the urban, suburban, or rural area criteria.

EXHIBIT 2: COUNTY OF STANISLAUS AMBULANCE RESPONSE AREAS

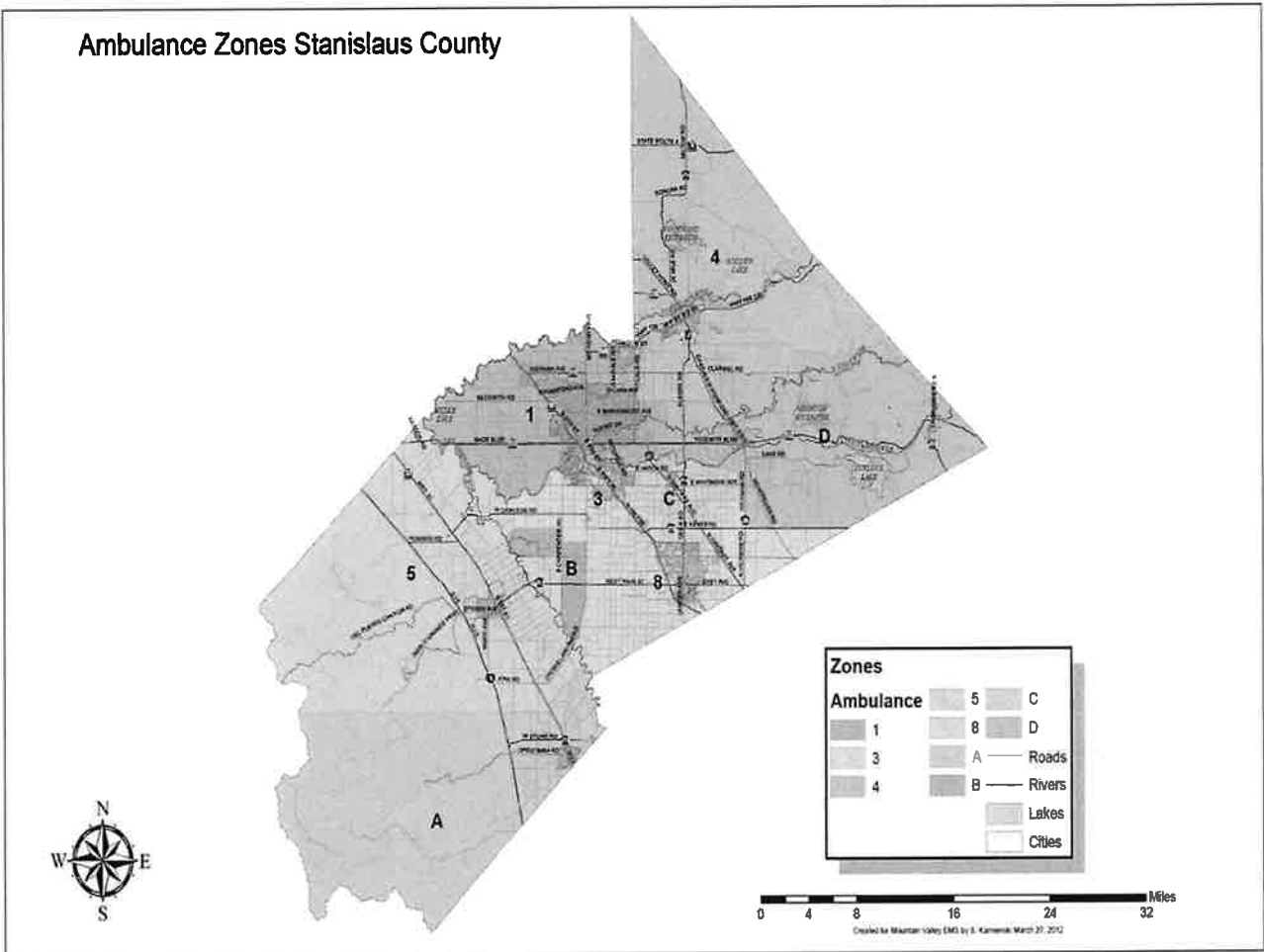


EXHIBIT 3: CONTRACTOR USER FEES

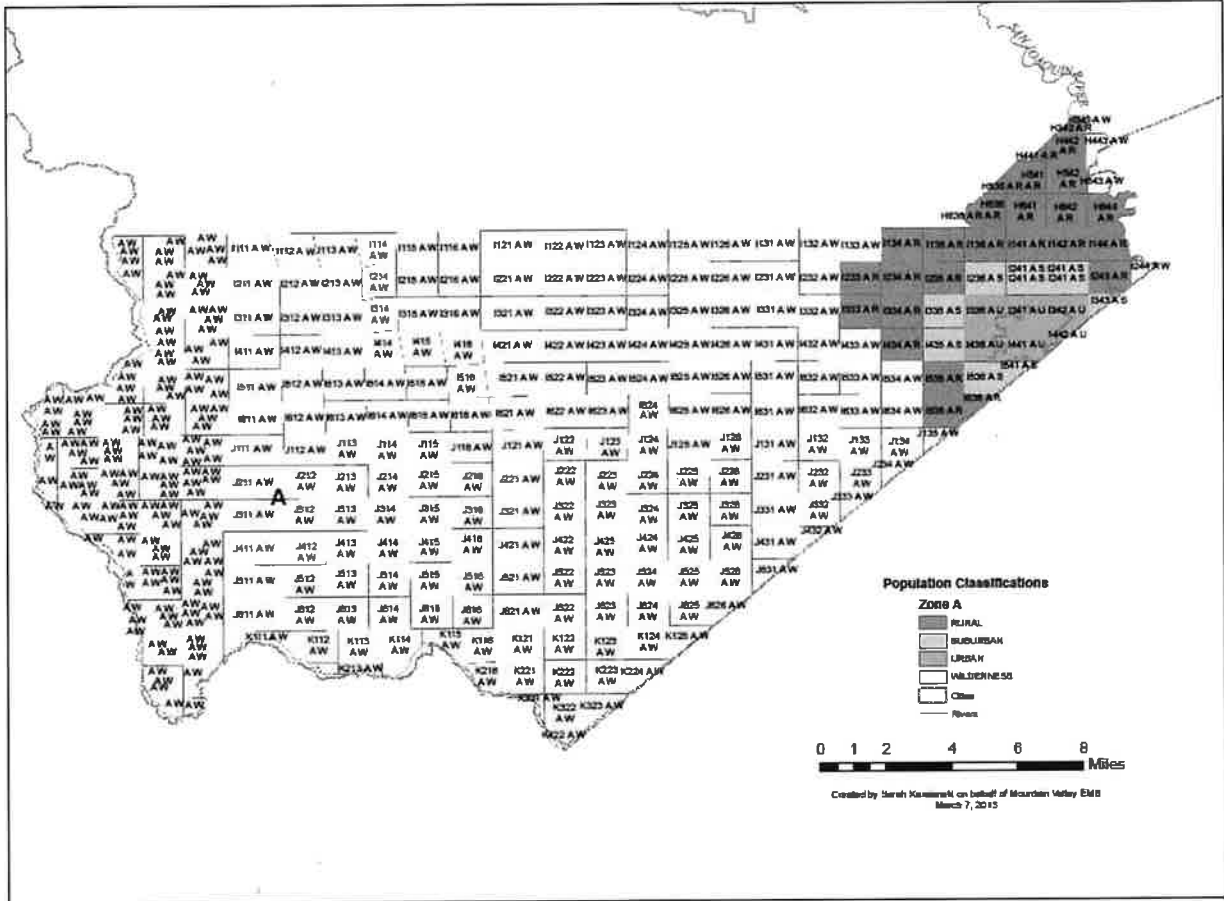
Contractor shall be entitled to charge patient for the services rendered according to the patient fee schedule below:

| Contractor's User Fees – 9-1-1 System | Effective 12/20/2016 |
|--|-----------------------------|
| Base Rate- ALS | \$3,000.00 |
| Base Rate- BLS | \$2,000.00 |
| Oxygen | \$100.00 |
| EKG | \$65.00 |
| Night Fee | \$100.00 |
| Mileage | \$80.00/mile |
| Technology and Equipment Upgrade Fund | \$1.00/mile |

No rate increase will be considered for the first year of the contract.

EXHIBIT 4: STANISLAUS COUNTY NON-EXCLUSIVE RESPONSE ZONE A

2010 Population Density: Zone A



Zone A is generally the extreme southwestern portion of Stanislaus County, including the City of Newman, and is specifically described as follows:

Commencing at the point where Del Puerto Canyon Road leaves the County, east to a point on Highway 33 at Anderson Road, northwesterly along Highway 33 to JT Crow Road, then northeast along JT Crow Road/LB Crow Road to the San Joaquin River, then southeasterly along the river to the Merced County line, then southwesterly along the Stanislaus/Merced County line to the intersection of the Santa Clara County line, then generally northwesterly along the Santa Clara County line to the point where Del Puerto Canyon Road leaves the County.

DEMOGRAPHIC ZONE GRID DESCRIPTIONS

URBAN

I144, I336 – I342, I436 – I442

SUBURBAN

I236 – I242, I335, I343, I435, I536 - I541,

RURAL

H342, H441 – H442, H536 – H542, H635 – H644, I134 – I142, I233 – I235, I243, I333 – I334, I434, I535, I635 – I636,

WILDERNESS

H443, H543, I108 – I133, I208 – I232, I244, I309 – I332, I408 – I433, I506 – I534, I606 – I634, J106 – J135, J206 – J234, J306 – J333, J407 – J432, J508 – J531, J608 – J626, K109 – K125, K209 – K210, K212 – K214, K 216 – K224, K309 – K310, K321 – K323, K422

EXHIBIT 5: RESPONSE TIME STANDARDS

| Call Type | Fire First Responder Agreement | Ambulance with Fire First Responder Agreement | Ambulance without Fire Agreement |
|---|--------------------------------|---|----------------------------------|
| Urban Area Response to 90 percent of call each month | | | |
| Code 3 | 7:00 | 11:59 (ALS) | 7:59 |
| | | 9:59 (EMT) | |
| | | 8:59 (EMR) | |
| Code 2 | N/A | 15:59 | 15:59 |
| Suburban Area Response to 90 percent of calls each month | | | |
| Code 3 | 11:00 | 15:59 (ALS) | 11:59 |
| | | 13:59 (EMT) | |
| | | 12:49 (EMR) | |
| Code 2 | N/A | 19:59 | 19:59 |
| Rural Area Response to 90 percent of calls each month | | | |
| Code 3 | 19:00 | 23:59 (ALS) | 19:59 |
| | | 21:59 (EMT) | |
| | | 20:59 (EMR) | |
| Code 2 | N/A | 25:59 | 25:59 |
| Wilderness (Audit each call) | | | |
| Code 3 | ASAP | ASAP | ASAP |
| Code 2 | ASAP | ASAP | ASAP |

EXHIBIT 6: MINIMUM INSURANCE STANDARDS

Provide evidence of insurance for each of the categories below:

| | | |
|--------------------------|---|--|
| <input type="checkbox"/> | General Liability (Including operations, products and completed operations, as applicable.) | \$5,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit. |
| <input type="checkbox"/> | Automobile Liability | \$3,000,000 –Motor Vehicle Liability Insurance per accident for bodily injury and property damage. |
| <input type="checkbox"/> | Workers' Compensation | As required by the State of California |
| <input type="checkbox"/> | Employers' Liability | \$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| <input type="checkbox"/> | Professional Liability (Errors and Omissions) | \$3,000,000 - per occurrence, \$4,000,000 aggregate. |
| <input type="checkbox"/> | Cyber Liability | \$1,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract and for three years thereafter. |

EXHIBIT 7: STANDBY LEASE AGREEMENT

THIS STANDBY LEASE AGREEMENT ("Lease") is entered into as of January 1, 2020, between the Mountain-Valley Emergency Medical Services Agency in the County of Stanislaus, ("Lessee" or "MVEMSA"), and Westside Community Hospital District ("Lessor" or "Contractor");

WHEREAS, Lessor and Lessee have entered into a 9-1-1 Emergency Ambulance Services with Advanced Life Support ("ALS") Transport and Basic Life Support (BLS) Transport Agreement ("9-1-1 Agreement"), that permits the Lessee to take over the 9-1-1 system under certain conditions; and

WHEREAS, in the event of Lessee's takeover of the 9-1-1 system, Lessor desires to lease certain ambulances, certain items of equipment, and certain facilities (collectively "Equipment") specified on Leased Equipment Attachment hereto, to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Lease; and

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. **Lease of Equipment.** Lessee leases from Lessor the Equipment specified on Schedule "A." Lessee hereby accepts the Equipment "as is" and Lessee shall be fully and completely bound by each and all of the terms and conditions hereof. Lessee acknowledges that at the time of takeover, Lessee shall fully inspect the Equipment and verify that the Equipment is in good condition and repair.
2. **Conditions Precedent to Lease.** The conditions precedent to this Lease being effective shall be: a) A declaration by Lessee that Lessor has committed a material breach under the 9-1-1 Agreement; b) that material breach has not been cured by Lessor within the cure period; c) Lessee terminates the 9-1-1 Agreement; and d) Lessee delivers to Lessor a certificate from the County certifying that the County has elected to take over the 9-1-1 system, then Lessee shall take possession and control of the Equipment subject to the terms and conditions of this Lease.
3. **Term.** The term of this Lease shall commence upon Lessee's satisfaction of the condition's precedent in Section 2 immediately above and shall continue for the same period of time on a month-to-month basis not to exceed twelve (12) months.
4. **Rent.** Lessee shall pay Lessor monthly rent in advance for the Equipment in an amount outlined in Section 12.11 of the 9-1-1 Emergency Ambulance Services with Advanced Life Support ("ALS") Transport and Basic Life Support (BLS) Transport Agreement, dated January 1, 2020. Any nonpayment of Rent or other amounts payable under this

Lease within ten (10) days of Lessor's written notice to Lessee shall bear interest at the higher rate of: a) Twelve percent (12%); or b) the maximum amount allowed by law.

5. Use. The Equipment will be used for operating the 9-1-1 system. Lessee shall not remove the Equipment from County without obtaining Lessor's prior written consent.
6. Maintenance. Lessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Term those maintenance agreements with respect to the Equipment required by this Lease or hereafter required by Lessor. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor for inspection during regular business hours at the location of such Equipment.
7. Return. Lessee shall, at its expense, return such Equipment to Lessor in the same condition as tendered, ordinary normal wear and tear from proper use excepted.
8. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any Lien on or with respect to any Equipment. Lessee, at its expense, shall promptly pay, satisfy, and take such other actions as may be necessary or reasonably requested by Lessor to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien.
9. Risk of Loss. Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, which shall occur prior to the return of such Equipment. In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with the Lease.
10. Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.
11. Insurance. Lessee shall, at its sole expense, carry and maintain insurance against such risks for the Equipment. Within five (5) days of Lessee taking possession and control of the Equipment, and, from time-to-time at Lessor's request, Lessee shall deliver to Lessor certificates of insurance or proof of self-insurance or other evidence satisfactory to Lessor showing that such insurance coverage is, and will remain in effect, in accordance

with Lessee's obligations under this Section. Lessor shall not, however, cancel any insurance Lessor carries for the Equipment without notification to Lessee of Lessor's intent to cancel ten (10) days prior to any cancellation. Lessor's failure to timely inform Lessee of its intent to cancel any insurance shall void Lessee's liability under paragraph 9 (Risk of Loss) if Lessee fails to timely obtain insurance under this section.

12. Taxes and Fees. Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due, all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Lease or the Equipment.
13. Limited Warranty. Lessor, not being the manufacturer or vendor of the equipment, makes no other representation or warranty, express or implied, as to the suitability or fitness for any particular purpose, the quality of the material of the material or workmanship of the equipment.
14. Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if: a) Lessee fails to make any Rent payment as it becomes due in accordance with the terms of this Lease and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor; or b) Lessee violates any covenant, term, or provision of this Lease, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor.
15. Remedies. If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor at its option, may:
 - a. Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, or
 - b. By notice to Lessee immediately terminate this Lease, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Lease as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Lease only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee to use such Equipment for any purposes whatsoever.
16. Notices. Any consent, instruction or notice required or permitted to be given under this Lease shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return

receipt requested, and addressed to Lessor or Lessee, as the case may be, at their respective addresses set forth in the 9-1-1 Agreement or at such other address as Lessor or Lessee shall from time to time designate to the other party by notice similarly given.

17. Miscellaneous. This Lease (including the Leased Equipment Attachment hereto): a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; b) may be amended only by written instrument executed by both parties; c) may not be assigned by either party without the written consent of the other party; d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; e) shall be interpreted and enforced in accordance with the laws of the state of California, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein; f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and g) shall not be effective until executed by both parties.

The parties executing this Lease Agreement warrant that they have full and complete legal authority to execute this Agreement on behalf of their agency.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

Mountain Valley Emergency Medical Services Agency

By: _____
Executive Director, MVEMSA

Date: _____

Westside Community Hospital District

By: _____
President

Date: _____

LEASED EQUIPMENT ATTACHMENT (Schedule A)

The leased items shall include:

1. All ambulance stations including, but not limited to, comfort stations utilized by Contractor at the time breach is declared; and
2. All ambulances, bariatric ambulances, Supervisor vehicles, and support vehicles, not to total less than the maximum used at any point during the 9-1-1 Agreement prior to emergency take over and their associated medical equipment, medical supplies, and communication equipment, including but not limited to, information technology such as computers and mobile data gateways to perform emergency ambulance services as required by this Agreement; and
3. In addition, Contractor shall make available to the County its on-hand medical supply inventory located at its main headquarters (151 State Highway 33, Newman CA 95360).

EXHIBIT 9: STANISLAUS REGIONAL 911 POLICY 801: EMS CALL ENTRY



SCOTTY DOUGLASS, EXECUTIVE DIRECTOR

EMS POLICIES AND PROCEDURES

| | |
|--------------------|---|
| POLICY NUMBER | 801 |
| SECTION | 800 |
| SUBJECT | EMS CALL ENTRY |
| DATE ISSUED | 10/25/2017 |
| SUPERSEDES DATE | 10/03/2018 |
| ADVISORY BOARD | Dispatch Advisory Board Chairperson |
| EXECUTIVE DIRECTOR | Scotty Douglass, Executive Director |

1.0 PURPOSE

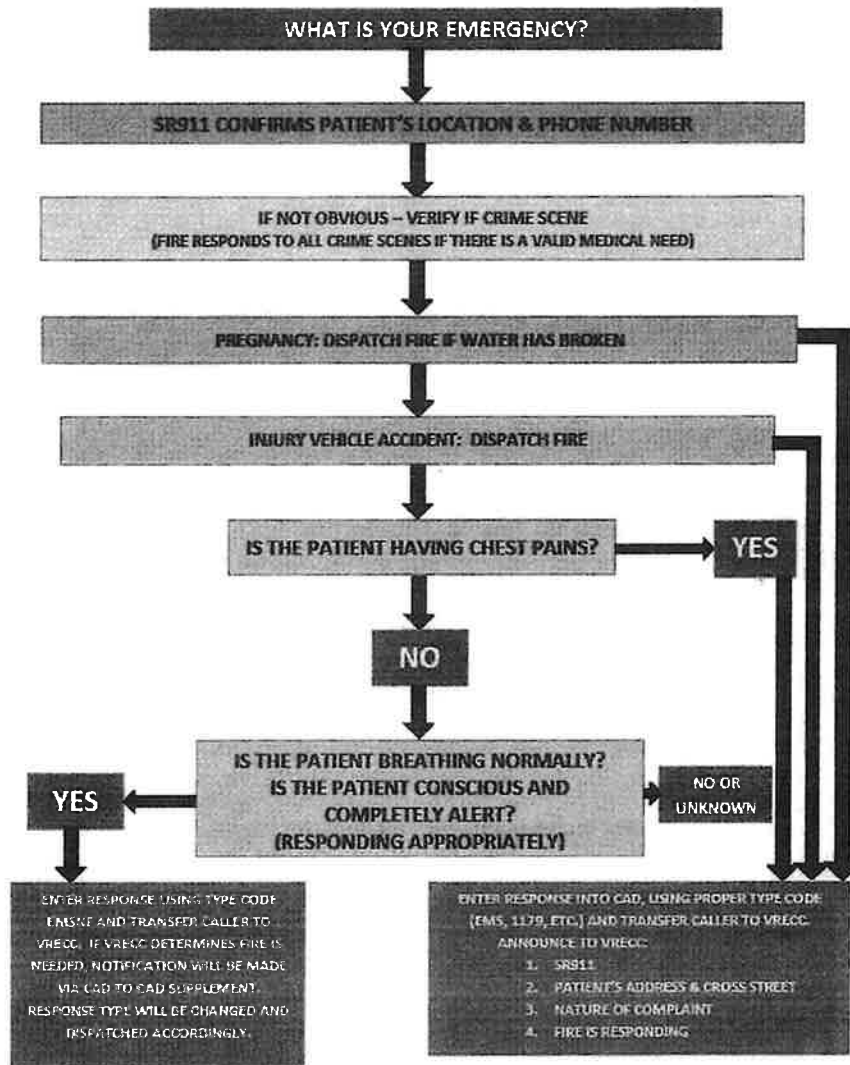
- 1.1. To provide direction to call takers and dispatchers when entering medical calls for service.

2.0 CALL ENTRY PROCEDURE

- 2.1. Enter CAD response for all calls received in which an ambulance is requested by the caller.
 - 2.1.1. If the caller's responses do not fall under SR911's triage protocol, which do not initiate a fire response, the call type EMSNF is to be used and caller is transferred to VRECC.
 - 2.1.2. If the caller's responses do fall under SR911's triage protocol, which do initiate a response for fire, use the appropriate SR911 call type and transfer the caller to VRECC, if appropriate, or keep the caller on the line if it is a law enforcement type of incident (245 in progress, etc.).
 - 2.1.3. A duplicate law call is to be created for a patient that is choking, in the event of childbirth, an event involving a child, or in any life-threatening situation in which a law enforcement officer may be the closest resource.



POLICY AND PROCEDURE 801 – EMS CALL ENTRY



ORIGINAL AGREEMENT - 01/01/2020 TO 12/31/2024
 AMENDMENT AMBULANCE PROVIDER AGREEMENT
 BETWEEN THE STANISLAUS COUNTY EMERGENCY MEDICAL SERVICES
 AGENCY AND
 WESTSIDE COMMUNITY HEALTHCARE DISTRICT

THIS AMENDMENT TO AGREEMENT ("*Amendment*") is made effective July 1, 2022, by and between the Stanislaus County EMS Agency, hereinafter referred to as "Agency," and Westside Community Healthcare District, hereinafter referred to as "Contractor."

This Amendment modifies the Ambulance Provider Agreement between the parties dated January 1, 2020 (the "*Agreement*"). For good and valuable consideration, the parties agree that said Agreement is

1. Section 5.2, Response Time Areas: The chart in Paragraph G and Exhibit 5 is amended as follows:
Suburban Area Response to 90 percent of calls each month, Code 3 EMR is corrected to read: 12:59,
Suburban Area Response to 90 percent of calls each month, Code 2 is corrected to read: 20:59
2. Section 5.3. E Response Time Management: Paragraph E amended as follows:
ALS QRV, while on scene and after making patient contact, can stop the clock on a low acuity, Code 2 calls, and extend Code 3 calls by 4 minutes only.
3. Section 5.5, Response Time Corrections and Exemptions:
 Paragraph D.8 shall be added to read:
8. Unit assigned to Code 2 call is reassigned.
4. Section 5.5, Response Time Corrections and Exemptions:
 Paragraph F shall be added to read:
F. A call that is late, and falls within a Difficult to Access Area, may be eligible for a response time correction if the responding unit's response time does not exceed an additional 4 minutes, in excess of the Maximum Response Time:

| Call Type | Fire First Responder Agreement | Ambulance with Fire First Responder Agreement | Ambulance without Fire Agreement | Discretionary Exemption per Section 5.5, F |
|---|--------------------------------|---|----------------------------------|--|
| Urban Area Response to 90 percent of call each month | | | | |
| Code 3 | 7:00 | 11:59 (ALS) 9:59 (EMT) 8:59 (EMR) | 7:59 | 15:59 (ALS) 13:59 (EMT) 12:49 (EMR) |
| Code 2 | N/A | 15:59 | 15:59 | 19:59 |
| Suburban Area Response to 90 percent of calls each month | | | | |
| Code 3 | 11:00 | 15:59 (ALS) 13:59 (EMT) 12:59 (EMR) | 11:59 | 19:59 (ALS) 17:59 (EMT) 16:59 (EMR) |
| Code 2 | N/A | 19:59 | 19:59 | 23:59 |
| Rural Area Response to 90 percent of calls each month | | | | |
| Code 3 | 19:00 | 23:59 (ALS) 21:59 (EMT) 20:59 (EMR) | 19:59 | 27:59 (ALS) 25:59 (EMT) 24:59 (EMR) |
| Code 2 | N/A | 25:59 | 25:59 | 29:59 |

The Provider must enter a response time correction request through the First Watch On-Line Compliance Utility (OCU) changing the Final Response Time Standard to the applicable maximum response time noted in the previous table. The following language must appear in the reason for a correction request:

Difficult to Access Area – Grid XXXX

Correction requests that do not have the grid number listed will not be approved.

5. Section 5.7.E Response Time Liquidated Damages: The section is deleted in its entirety.
6. Section 5.9.A. Ambulances: Item 1.e. is amended to read:
Be limited to a maximum mileage of 250,000. This limitation may be extended at the discretion of the Agency Executive Director based on validated vehicle service records.
7. Section 11.2 Technology and Equipment Upgrade Fund: The section is deleted in its entirety.

If there is any conflict or inconsistency between this Amendment and the Agreement, the provisions of this Amendment shall control. Except as otherwise amended by this Amendment, all the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT the day and year first above written.

Stanislaus County EMS Agency

By:  _____

Richard Murdock

Title: Chief of Emergency Services

Date: 8.5.22

Westside Community Healthcare District

By:  _____

Dennis Brazil

Title: President

Date: 7-29-22