

**ASSIGNMENT OF AGREEMENT CONCERNING  
NON-EMERGENCY GROUND AMBULANCE SERVICE FOR INTER-FACILITY  
TRANSFERS**

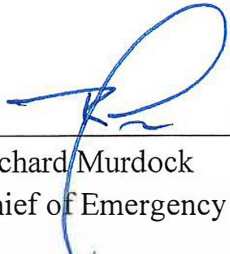
For value received, the Mountain Valley Emergency Medical Services Agency (“Assignor”) assigns, transfers, and conveys to the County of Stanislaus (“Assignee”), all of Assignor's right, title, and interest in, and the responsibility to perform all Assignor’s duties and obligations of, that certain contract between Assignor and Bay Medic Transportation, Inc. (“Contractor”), effective November 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

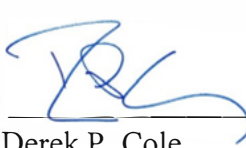
By:  6-23-22  
Richard Murdock  
Chief of Emergency Services

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**



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**AGREEMENT WITH BAY MEDIC TRANSPORTATION, INC.  
TO PROVIDE NON-EMERGENCY GROUND AMBULANCE SERVICE  
FOR INTER-FACILITY TRANSFERS (IFT)  
IN  
STANISLAUS COUNTY**

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1 THIS AGREEMENT, entered into on November 1, 2021 and ending on October 31,  
2 2024 by and between the Mountain-Valley EMS Agency, hereinafter called "Agency"  
3 and Bay Medic Transportation, Inc. hereinafter called "Contractor";

4  
5 RECITALS OF AUTHORITY  
6

7         Whereas, pursuant to California Health and Safety Code, Section 1797.200, the  
8 County of Stanislaus has designated the AGENCY to be the local EMS agency.

9  
10         Whereas, Section 6.70.010 of Stanislaus County Code "Ambulance Ordinance"  
11 was adopted to enact formal policies and regulations which define the formal  
12 agreements between ambulance service providers and the local Emergency Medical  
13 Services AGENCY of the County of Stanislaus, that are required for operation of  
14 Advanced Life Support (ALS) and Basic Life Support (BLS) ambulance services and  
15 interfacility patient transfer services in Stanislaus County ; and Section 6.70.040  
16 establishes that those providing ambulance services must have an Ambulance Provider  
17 Agreement with the local EMS agency, and Section 6.70.060 establishes that the  
18 Ambulance Provider Agreement shall address minimum standards.

19  
20 NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

21  
22                 SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS

23  
24 **1.1 Contract Administration**

25  
26 The AGENCY Executive Director shall serve as the Contract Administrator and shall  
27 represent the County in all matters pertaining to this Agreement and shall administer  
28 this Agreement on behalf of the County. The Contract Administrator or his/her designee  
29 may:  
30

- 1 A. Audit and inspect the CONTRACTOR'S financial records, operational records and  
2 patient care records;  
3  
4 B. Monitor the CONTRACTOR'S service delivery for compliance with standard of care  
5 as defined through law, medical protocols, and policies; and  
6  
7 C. Provide technical guidance, as the Contract Administrator deems appropriate.  
8

9 **1.2 Term of Agreement**

10  
11 The term of this Agreement shall commence at 0001 hours on November 1, 2021 and  
12 terminate at 2400 hours on October 31, 2024 unless terminated earlier pursuant to the  
13 terms and conditions of this Agreement.  
14

15 **1.3 Contract Response Area**

16  
17 All requirements described in this Agreement apply to the provision of Non-Emergency  
18 Basic Life Support (BLS), Advanced Life Support (ALS) and/or Critical Care Transport  
19 (CCT) Inter-Facility Transfer (IFT) services in and out of Stanislaus County.  
20

21 **1.4 Notices**

22  
23 All notices, demands, requests, consents, approvals, waivers, or communications  
24 ("notices") that either party desires or is required to give to the other party or any other  
25 person shall be in writing and either personally delivered or sent by prepaid postage,  
26 first class mail. Notices shall be addressed as appears below for each party, provided  
27 that if either party gives notice of a change of name or address, notices to the giver of  
28 that notice shall thereafter be given as demanded in that notice.

Contractor: Nesar Abdiani  
Bay Medic Transportation, Inc.  
959 Detroit Avenue  
Concord, CA 94518

Agency: Cindy Murdaugh, Executive Director  
Mountain-Valley EMS Agency  
1101 Standiford Ave., Suite D-1  
Modesto, CA 95350

1 **1.5 ALS/CCT Ambulance Service Authorization**

2  
3 In consideration for providing ambulance services in accordance with the terms  
4 described herein, CONTRACTOR is entitled to be a BLS, ALS, and/or CCT Ground  
5 Ambulance Service Provider for Non-Emergency IFT requests in and out of Stanislaus  
6 County.

7  
8 SECTION 2: ROLES AND RESPONSIBILITIES

9  
10 **2.1 Agency's Functional Responsibilities**

11  
12 The AGENCY seeks to ensure that reliable, BLS, ALS and/or CCT medical care and  
13 transport services are provided on an uninterrupted basis. To accomplish this purpose,  
14 the AGENCY shall:

- 15  
16 A. Monitor the CONTRACTOR'S operation as a Non-Emergency BLS, ALS and/or  
17 CCT ambulance provider within Stanislaus County;  
18  
19 B. Monitor and evaluate contract performance and compliance; and  
20



1 C. Through the AGENCY, provide medical direction and control of the EMS system, to  
2 include EMS dispatch.

3  
4 **2.2 Contractor's Functional Responsibilities**

5  
6 During the Service Period of this Agreement, as defined in Section 1.2, the  
7 CONTRACTOR shall do all of the following:

- 8
- 9 A. Provide Non-Emergency BLS, ALS and/or CCT Ground Ambulance for IFT requests  
10 in Stanislaus County. Services and care delivered must be evaluated by the  
11 CONTRACTOR'S internal quality improvement program and as necessary, through  
12 the AGENCY'S quality improvement program in order to improve and maintain  
13 effective clinical performance, to detect and correct performance deficiencies and to  
14 continuously upgrade the performance and reliability of CONTRACTOR'S services;
  - 15  
16 B. Provide all ambulances, as well as other vehicles and equipment that are necessary  
17 for the provision of services required under this Agreement;
  - 18  
19 C. Furnish supplies and replacements for those used by the CONTRACTOR'S  
20 personnel;
  - 21  
22 D. Establish a recruitment, hiring and retention system consistent with ensuring a  
23 quality workforce of clinically competent employees that are appropriately certified;
  - 24  
25 E. Comply with all training requirements established by the State of California;
  - 26  
27 F. Comply with AGENCY policies and procedures;
  - 28  
29 G. Maintain neat, clean, and professional appearance of all personnel, facilities, and  
30 equipment;
- 31

- 1 H. Submit, in a timely manner, reports, which are supported by documentation or other  
2 verifiable information, as required by the AGENCY;  
3  
4 I. Respond to AGENCY inquiries about service complaints and reports of investigation  
5 within 10 calendar days of notification; and  
6  
7 J. Notify the AGENCY of all incidents in which the CONTRACTOR'S personnel fail to  
8 comply with protocols and/or contractual requirements in accordance with Section  
9 5.2 of with this Agreement.  
10  
11 K. CONTRACTOR assumes full responsibility for Non-Emergency BLS, ALS and/or  
12 CCT Ground Ambulance IFT services provided by CONTRACTOR'S agency.  
13  
14 L. Electronic Patient Care Report (ePCR) technology will be NEMSIS compliant with  
15 revision V3.4 or higher data dictionary reporting standards  
16  
17 M. Participate in AGENCY's monitoring of Non-Emergency BLS, ALS and/or CCT IFTs  
18 through FirstWatch at CONTRACTOR's cost.  
19

## 20 SECTION 3: OPERATIONS

### 21 3.1 Dispatch Requirements

- 22  
23  
24 A. The CONTRACTOR shall maintain a contract with any of the following dispatch  
25 centers which meets the requirements of AGENCY Policy "Non-Emergency  
26 Medical Service Dispatch Center Standards":  
27  
28 1. An Existing Authorized EMS Dispatch Center  
29 2. An Existing Authorized Non-Emergency EMS Dispatch Center  
30 3. CONTRACTOR'S Non-Emergency EMS Dispatch Center

1 B. The CONTRACTOR shall ensure that all requests for ambulance services received  
2 by the CONTRACTOR'S dispatch center are handled by Emergency Medical  
3 Dispatchers using Emergency Medical Dispatch Protocols and follow criteria in  
4 Exhibit-B.

5  
6 C. Upon determining that a patient may not be transported by CONTRACTOR based  
7 upon the criteria in Exhibit-B, CONTRACTOR's dispatch personnel shall:

- 8
- 9 1. Record the patient's name, address, and call-back number;
  - 10 2. Follow MPDS (EMD) protocols in identifying an EMD response  
11 determinant;
  - 12 3. Call the Authorized EMS Dispatch Center at (800) 913-9113, provide  
13 patient information and EMD response determinant number.
- 14

15 D. CONTRACTOR shall obtain, install, and maintain in CONTRACTOR'S ambulances  
16 all such communications equipment as is determined through AGENCY policy to be  
17 necessary for the effective and efficient dispatch of ambulances. CONTRACTOR  
18 shall be financially responsible for installation; purchase/rental and maintenance of  
19 communication equipment provided in Section 3.2 (C) of this agreement.

20  
21 E. CONTRACTOR shall establish policies that ensure that upon receipt of a private  
22 request for ambulance services, that pertinent information including callback  
23 number, location, and nature of the incident is ascertained and immediately  
24 transferred to the Authorized EMS Dispatch Center.

25  
26 F. CONTRACTOR shall ensure that a Record of Calls, as defined in 13 C.C.R,  
27 Division 2, Chapter 5, Article 1, Section 1100.7 is maintained. In addition,  
28 CONTRACTOR shall ensure a record of all requests for ambulance service is  
29 maintained by the Authorized EMS Dispatch Center.

30  
31

1 **3.2 Equipment and Supplies**

2  
3  
4 A. Ambulances – Non-Emergency Ground Ambulances shall not be kept in service to  
5 respond to Non-Medical Emergencies when the vehicle mileage exceeds 250,000  
6 miles without the approval of the AGENCY.

7 1. CONTRACTOR shall maintain, and provide to the Contract Administrator, a  
8 complete listing of all ambulances (including reserve ambulances) to be used in  
9 the performance of the Agreement including their license and vehicle  
10 identification numbers, and the name and address of the lien holder, if any.  
11 Changes in the lien holder, as well as the transfer of ownership, purchase, or  
12 sale of ambulances used under the agreement shall be reported to the Contract  
13 Administrator on the quarterly report.

14 2. Vehicle Maintenance Program – The CONTRACTOR'S vehicle maintenance  
15 program shall be designed and conducted so as to achieve the highest  
16 standards of reliability appropriate to a modern emergency service.

17 The CONTRACTOR shall maintain all ambulances. Any ambulance with any  
18 deficiency that compromises, or may compromise, its performance shall be  
19 immediately removed from service.

20 Interior and exterior appearance of vehicles shall be clean and operational.  
21 The CONTRACTOR shall remove damaged ambulances from service and  
22 repair all damage to ambulances in a timely manner

23  
24 B. Vehicle Failure – In each instance of a BLS, ALS and/or CCT Ambulance vehicle  
25 failure on a call resulting in the inability to continue the response to or transport of  
26 the patient, CONTRACTOR shall submit an Unusual Occurrence Report which at a  
27 minimum shall include: The time it took for another BLS, ALS and/or CCT  
28 Ambulance to respond to the same call; which Ambulance Provider responded; the

1 reason or suspected reason(s) for vehicle failure and/or malfunction, and actions  
2 CONTRACTOR has taken to prevent similar failures.

- 3
- 4 1. In each instance where the mode of patient transport changes due to vehicle  
5 failure or malfunction, the CONTRACTOR will require that ambulance  
6 personnel on vehicle(s) which fail and the personnel on vehicle(s) which  
7 transport(s) the patient submit distinct separate Patient Care Records.

8

9 C. Ambulance Equipment and Supplies – Each ambulance shall, at all times, maintain  
10 an equipment and supply inventory sufficient to meet federal, State, and local  
11 requirements for BLS, ALS and/or CCT level ambulances, including the  
12 requirements of Agency Equipment and Drug Inventory Policy. CONTRACTOR  
13 shall be responsible for stocking all expendable supplies.

- 14
- 15 1. All ambulance vehicles shall, as a minimum, meet all standards of 13 C.C.R.,  
16 Federal Communications Commission (FCC) regulations and mandates, and  
17 AGENCY'S timeline with respect to implementation of regulations or mandates  
18 set forth by AGENCY, FCC or in the C.C.R.

- 19
- 20 a. A fine of \$500.00 per day will be paid by the CONTRACTOR for every day  
21 CONTRACTOR is past the deadline set forth by AGENCY, FCC, or in the  
22 C.C.R. on implementation of regulations or mandates.

- 23
- 24 2. CONTRACTOR shall ensure that each BLS, ALS and/or CCT Ambulance  
25 carries equipment and supplies pursuant to AGENCY policy. Vehicles,  
26 equipment, and supplies shall be maintained in clean, sanitary, and safe  
27 mechanical conditions at all times.

- 28
- 29 3. The AGENCY Medical Director or his/her designee(s) may at any time, without  
30 prior notice, inspect CONTRACTOR'S ambulances in order to verify

1 compliance with this Agreement. An inspection may be postponed if it is shown  
2 that the inspection would unduly delay an ambulance from responding to an  
3 ambulance request. A memorandum of the inspection specifying any  
4 deficiencies, date of inspection, ambulance number, and names of participating  
5 crew shall be provided to the CONTRACTOR. CONTRACTOR must show  
6 proof of correction for any deficiencies noted in said memorandum of inspection  
7 as specified by the AGENCY. A deficient ambulance may be immediately  
8 removed from service if, in the opinion of the EMS Medical Director or his/her  
9 designee(s), the deficiencies are a danger to the health and safety of the public  
10 or if the deficiencies in a previously issued memorandum of inspection have not  
11 been corrected in the time specified. AGENCY agrees to place any unit that  
12 has been removed from service back in service immediately following the  
13 documented correction of the defined deficiency.

- 14
- 15 4. CONTRACTOR shall develop and maintain a fleet management plan, maintain  
16 a record of the preventative maintenance, repairs and strategic replacement of  
17 equipment and vehicles and shall make such plan and records available to the  
18 AGENCY upon request.

19

20 **3.3 Disaster Preparedness**

- 21
- 22 A. Disaster Plan – CONTRACTOR shall have a plan for the immediate recall of  
23 personnel to staff units during multi-casualty situations or declared disaster  
24 situations. This plan shall include the ability of the CONTRACTOR to page and  
25 alert off-duty personnel. The CONTRACTOR shall participate in training programs  
26 and exercises designed to upgrade, evaluate, and maintain readiness of the  
27 system's disaster and multi-casualty response system.
- 28
- 29 B. If requested to respond to the scene of a Multi-Casualty Incident (MCI), the  
30 CONTRACTOR'S personnel shall perform as part of the Incident Command System

1 (ICS) structure and in accordance with the California Emergency Response  
2 System's Standardized Emergency Management System (SEMS) and in  
3 accordance with AGENCY policies and procedures.

## 4 SECTION 4: PERSONNEL

### 7 **4.1 Clinical and Staffing Standards**

8  
9 The AGENCY expects that the provision of Non-Emergency ambulance services shall  
10 conform to the highest professional standards and shall comply with all applicable State  
11 laws and regulations and AGENCY policies, procedures and field treatment guidelines.  
12 All persons employed by the CONTRACTOR in the performance of work under this  
13 agreement shall be competent and shall hold appropriate and current valid certificates  
14 as established by the State of California and the AGENCY for their level of certification.  
15 The CONTRACTOR shall be held accountable for its employees' certification,  
16 performance and actions.

17  
18 A. Contractor's Personnel Policy - CONTRACTOR shall provide the AGENCY with  
19 CONTRACTOR'S current personnel policy and procedure manual(s) upon request  
20 which shall address, at a minimum, staffing and shift scheduling, avoidance of crew  
21 fatigue, crew quarters, conduct at a scene, conduct during patient care  
22 management, use of safety apparel, identification, driver training and company  
23 orientation.

24  
25 B. Ambulance Staffing -- When responding to a Non-Medical Emergency Interfacility  
26 Transfer, a BLS, ALS and/or CCT Non-Emergency Ground Ambulance shall be  
27 staffed in accordance with AGENCY Response and Transport Policies.

- 28  
29 1. CONTRACTOR shall have a policy that prohibits CONTRACTOR'S employees  
30 from performing any services as contemplated herein while under the influence

1 of any alcoholic beverage, illegal drug, or narcotic. In addition, policy shall  
2 prohibit CONTRACTOR'S employees from performing such services under the  
3 influence of any other substances, including prescription or non-prescription  
4 medications, which impairs their physical or mental performance.

5  
6 2. CONTRACTOR shall maintain a current list of pre-hospital personnel including  
7 their addresses, phone numbers, qualifications, and certificates, with expiration  
8 dates and provide it to the AGENCY upon request.

9  
10 3. CONTRACTOR shall ensure that all personnel wear appropriate uniform attire  
11 and comply with CONTRACTOR'S standards for grooming.

12  
13 4. CONTRACTOR shall have in place policies which require EMS personnel to  
14 follow all AGENCY Policies, Procedures and Protocols.

15  
16 5. CONTRACTOR shall require that patient care records be completed by  
17 CONTRACTOR'S personnel per AGENCY policy.

18  
19 6. Field personnel may be required to obtain any other specialized training  
20 mutually agreed upon by the CONTRACTOR and AGENCY.

21  
22 C. Management and Supervision – CONTRACTOR shall provide the management  
23 personnel necessary to administer and oversee all aspects of Non-Emergency  
24 ambulance service.

25  
26 D. Orientation of New Personnel – CONTRACTOR shall ensure that field personnel are  
27 properly oriented before being assigned to respond to Non-Emergency medical  
28 requests. The orientation shall include, at a minimum, an EMS system overview;  
29 EMS policies and procedures including patient destination, and patient treatment  
30 protocols; radio communications with and between the ambulance, receiving



1 facilities, and dispatch center; map reading skills, including key landmarks, routes to  
2 receiving facilities; and ambulance equipment utilization and maintenance, in  
3 addition to the CONTRACTOR'S policies and procedures. CONTRACTOR shall be  
4 responsible for ensuring that this standard is met.

5  
6 1. CONTRACTOR shall maintain an on-going Non-Emergency vehicle operations  
7 course for ambulance personnel.

8  
9 2. CONTRACTOR shall notify Contract Administrator in writing of any changes  
10 made to the new employee orientation program and will submit, as part of  
11 CONTRACTOR'S Annual Report, a report listing all new employee orientation  
12 activities for the preceding twelve (12) months.

13  
14 E. Preparation for Multi-Casualty Response – CONTRACTOR shall ensure that all  
15 ambulance personnel/supervisory staff are trained and prepared to assume their  
16 respective roles and responsibilities under the Region IV Multi-Casualty Medical  
17 Incident (MCI) Plan. CONTRACTOR shall ensure that its personnel are trained as  
18 follows:

- 19  
20 1. Hazardous materials first responder awareness training for all field employees;  
21  
22 2. Training requirements outlined in AGENCY NIMS Compliance Policy.

23  
24 **4.2 Compensation/Working Conditions for Ambulance Personnel**

25  
26 A. Work Schedules and Conditions

- 27  
28 1. CONTRACTOR shall utilize reasonable work schedules and shift assignments  
29 to provide reasonable working conditions for ambulance personnel.  
30 CONTRACTOR shall ensure that ambulance personnel working extended

1 shifts, and/or voluntary or mandatory overtime are not fatigued to an extent that  
2 might impair their judgment or motor skills.

3  
4 2. CONTRACTOR agrees, within twelve (12) months of the beginning date of their  
5 agreement, to maintain a crew quarters at any location where ambulance crews  
6 and student/trainees are normally scheduled to work shifts exceeding twelve  
7 (12) hours.

8  
9 3. Ambulance crew quarters, at locations where ambulance crews are normally  
10 scheduled to work shifts exceeding twelve (12) hours, shall include security,  
11 shower, toilet, kitchen, day room, sleeping facilities and shall be maintained in a  
12 safe and clean condition.

13  
14 4. CONTRACTOR shall make available to all personnel all notices and bulletins  
15 from the AGENCY directed to field personnel. In addition, the CONTRACTOR  
16 agrees to have a current AGENCY Policies and Procedures Manual accessible  
17 to all personnel.

18  
19 B. New Employee Recruitment and Screening Process – The CONTRACTOR shall  
20 operate a program of personnel recruitment and screening designed to attract and  
21 retain field personnel.

22  
23 **4.3 Safety and Infection Control**

24  
25 A. CONTRACTOR shall provide personnel with training, equipment, and  
26 immunizations necessary to ensure protection from illness or injury when  
27 responding to a non-medical emergency interfacility transfer request.

28  
29 B. CONTRACTOR shall notify the AGENCY within five (5) calendar days of any  
30 Cal/OSHA (Division of Occupational Safety and Health) major enforcement actions,

1 and of any claim, litigation, or other legal or regulatory proceedings in progress or  
2 being brought against CONTRACTOR'S Stanislaus County operations.

3  
4 C. CONTRACTOR shall, upon request, furnish documentation satisfactory to  
5 Stanislaus County's Health Officer, of the absence of tuberculosis disease for any  
6 employee or volunteer who provides services under this Agreement.

7  
8 D. The CONTRACTOR shall have an AGENCY approved Communicable Disease  
9 Policy that complies with all Occupational Safety and Health Administration (OSHA)  
10 requirements and other regulations related to prevention, reporting of exposure, and  
11 disposal of medical waste. All pre-hospital personnel shall be trained in prevention  
12 and universal precautions.

13  
14 SECTION 5: QUALITY/PERFORMANCE

15  
16 **5.1 Inquiries and Complaints**

17  
18 CONTRACTOR shall provide good faith effort to inquiries and complaints from the  
19 general public by meeting, phone call, or in writing within 7 calendar days of inquiry or  
20 complaint. Such responses shall be subject to the limitations imposed by patient  
21 confidentiality restrictions.

22  
23 **5.2 Unusual Occurrences**

24  
25 A. CONTRACTOR shall complete an unusual occurrence report for personnel involved  
26 in an unusual occurrence, in accordance with AGENCY policies and procedures.

27  
28 **5.3 Training Officer**

29  
30 A. CONTRACTOR shall designate an EMT, Paramedic or Registered Nurse (RN)  
31 (approved by the AGENCY) to act as Training Officer who shall oversee the

1 required training and orientation of all new EMTs, Paramedics and/or RN's  
2 employed by the CONTRACTOR. The Training Officer shall submit, when  
3 requested, a written evaluation of each new EMT, Paramedic and/or RN's verifying  
4 that orientation requirements have been completed. These orientation  
5 requirements shall include all local policies and procedures, and any additional  
6 training required by the AGENCY within six months of hire.

- 7
- 8 B. The Training Officer(s) shall attend scheduled training meetings as required by the  
9 AGENCY, and provide training to CONTRACTOR'S ambulance personnel as  
10 deemed necessary by AGENCY.

11

12 SECTION 6: DATA AND REPORTING

13

14 **6.1 Data System Hardware and Software**

15 The AGENCY is developing a tracking process for collecting data as it relates to IFTs.  
16 The AGENCY will notify the CONTRACTOR 30 days prior to implementation. Once the  
17 implementation date is effective the CONTRACTOR must adhere to the following:  
18

- 19
- 20 A. CONTRACTOR will submit required data elements in an electronic format  
21 acceptable to the AGENCY.
- 22
- 23 B. CONTRACTOR shall provide Patient Care Record (PCR) information for each call  
24 that requires the generation of a PCR per AGENCY policy, on a daily basis. The  
25 daily submission of electronic PCR information shall include data not later than three  
26 (3) calendar days following the date of the call (excluding weekends and holidays).  
27 Submission of PCR information shall continue monthly until such time AGENCY and  
28 CONTRACTOR are compatible and capable of daily transmission and; final  
29 protocols are established for transmission including addendums and corrections.  
30 Electronic PCRs shall utilize data elements outlined in EMD Provider

1 AGENCY/Ambulance Data Requirements Policy and any other data elements  
2 requested by the AGENCY.

- 3
- 4 1. Once process has been put in place the following will be applicable:  
5 Failure to provide ninety-five percent (95%) of this data in compliance with  
6 this requirement will result in a fine charge of \$500.00 payable by  
7 CONTRACTOR to AGENCY each day until the data is received by  
8 AGENCY. The fine charges referenced in this section will be payable to  
9 the AGENCY on a monthly basis. Nothing herein shall be construed to  
10 require CONTRACTOR to violate any applicable state or federal law  
11 governing patient confidentiality and, in the event of any conflict between  
12 this Agreement and any such law, applicable law shall control.

13

14 **6.2 Use and Reporting Responsibilities**

- 15
- 16 A. CONTRACTOR is responsible for Authorized EMS Dispatch Center reporting  
17 computer-aided dispatch data to the AGENCY, in an electronic format acceptable to  
18 the AGENCY, on a daily basis. Computer-aided dispatch (CAD) data shall include,  
19 at a minimum, records for all Non-Emergency ambulance requests received at the  
20 CONTRACTOR'S dispatch center. Each computer-aided dispatch record submitted  
21 to the AGENCY shall, at a minimum, contain the data fields required by AGENCY  
22 Data Collection and System Evaluation Policies.
- 23
- 24 B. The EMS data system shall be used for documentation of patient medical records,  
25 continuous quality improvement, and reporting aggregate data as required by  
26 AGENCY.

27

28 The EMS data system shall contain all EMS responses and patient records. These  
29 patient records shall contain a unique identifier for each patient (e.g., Patient Care  
30 Report (PCR) number), automated dispatch system information for the response,

1 pre-hospital personnel for the response, patient name, address, insurance type (e.g.  
2 private insurance, Medicare, Medi-Cal, Self-Pay), patient history and physical  
3 findings, treatment rendered, and disposition. The CONTRACTOR shall comply  
4 with the requirements for the PCR as identified in AGENCY policy. The  
5 CONTRACTOR shall utilize an EMS data system, approved by the AGENCY, that  
6 includes all of the fields required by AGENCY Data Collection and System  
7 Evaluation Policies.

### 8 9 **6.3 Other Reporting Responsibilities**

10  
11 A. CONTRACTOR shall maintain current records related to EMT, PARAMEDIC, and/or  
12 RN certification, accreditation and continuing education.

13  
14 1. Upon request, CONTRACTOR shall provide the AGENCY with a list of staff  
15 currently employed by the CONTRACTOR. Information shall include, but not be  
16 limited to, name and certification or licensure number.

17  
18 B. CONTRACTOR shall complete, maintain, and provide to AGENCY the reports  
19 listed in Exhibit A.

### 20 21 **6.4 Audits and Inspections**

22  
23 A. CONTRACTOR shall retain and make available for inspection by the AGENCY,  
24 during the term of the Agreement and for at least a three-year period from expiration  
25 of the Agreement, all documents and records required and described herein.

26  
27 B. At any time during normal business hours, and as often as may reasonably be  
28 deemed necessary, the AGENCY'S representatives, including EMS AGENCY  
29 representatives and the EMS Medical Director, may observe the CONTRACTOR'S  
30 operations. Additionally, the CONTRACTOR shall make available for AGENCY

1 examination and audit, all contracts (including union contracts), invoices, materials,  
2 payrolls, inventory records, records of personnel (with the exception of confidential  
3 personnel records), daily logs, conditions of employment and other data related to  
4 all matters covered by the Agreement.

5  
6 C. AGENCY representatives may, at any time, and without notification, directly  
7 observe and inspect the CONTRACTOR'S operation, ride as "third person" on any  
8 of the CONTRACTOR'S ambulance units, provided however, that in exercising this  
9 right to inspection and observation, such representatives shall conduct themselves  
10 in a professional and courteous manner, shall not interfere in any way with the  
11 CONTRACTOR'S employees in the performance of their duties, and shall, at all  
12 times, be respectful of the CONTRACTOR'S employer/employee relationship.

13  
14 D. The AGENCY'S right to observe and inspect the CONTRACTOR'S business office  
15 operations or records shall be restricted to normal business hours, except as  
16 provided above.

17  
18 E. Annual Financial Review – CONTRACTOR shall complete financial records in an  
19 auditable form and content according to Generally Accepted Accounting Principles.  
20 Financial records shall include report (Exhibit A). The AGENCY shall protect the  
21 financial records and any information taken there from as confidential and shall not  
22 disclose such records or information except as required by law.

23  
24 F. Upon written request of the AGENCY, CONTRACTOR shall prepare and submit  
25 written reports on any incident arising out of services provided under this  
26 Agreement. AGENCY recognizes that any report generated pursuant to this  
27 paragraph is confidential in nature and shall not be released, duplicated, or made  
28 public without the written permission of CONTRACTOR or upon request to  
29 AGENCY by a subpoena or other legal order compelling disclosure.

1 G. CONTRACTOR'S records shall not be made available to parties or persons outside  
2 the AGENCY without CONTRACTOR'S prior written consent, unless disclosure is  
3 required by a subpoena or other legal order compelling disclosure.  
4

5 **6.5 Health Insurance Portability and Accountability Act of 1996, Public Law 104-**  
6 **191**

7  
8 A. Patient's privacy and confidentiality shall be protected in compliance with Health  
9 Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable  
10 laws related to privacy. Employees shall not disclose patient medical information to  
11 any person not providing medical care to the patient.  
12

13 B. During the term of this Agreement, each party may receive from the other party, or  
14 may receive or create on behalf of the other party, certain confidential health or  
15 medical information (Protected Health Information "PHI", as further defined below).  
16 This PHI is subject to protection under state and/or federal law, including the Health  
17 Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA)  
18 and regulations promulgated there under by the U.S. Department of Health and  
19 Human Services (HIPAA Regulations). Each party represents that it has in place  
20 policies and procedures that will adequately safeguard any PHI it receives or  
21 creates, and each party specifically agrees to safeguard and protect the  
22 confidentiality of PHI consistent with applicable law. Without limiting the generality  
23 of the foregoing, each party agrees that it shall have in place all policies and  
24 procedures required to comply with HIPAA and the HIPAA Regulations prior to the  
25 date on which such compliance is required. CONTRACTOR shall require  
26 subcontractors to abide by the requirements of this section.  
27

28 For purposes of this section, Protected Health Information means any information,  
29 whether oral or recorded in any form or medium: (a) that relates to the past, present  
30 or future physical or mental health or condition of an individual; the provision of



1 health care to any individual; or the past, present or future payment for the provision  
2 of health care to an individual, and (b) that identifies the individual or with respect to  
3 which there is a reasonable basis to believe the information can be used to identify  
4 the individual. This section shall be interpreted in a manner consistent with HIPAA,  
5 the HIPAA Regulations and other state or federal laws applicable to PHI.

## 7 SECTION 7: ADMINISTRATIVE REQUIREMENTS

### 9 7.1 Insurance

10  
11 CONTRACTOR, at its sole cost and expense, shall obtain, maintain, and comply with all  
12 AGENCY insurance coverage and requirements. Such insurance shall be occurrence  
13 based or claims made with tail coverage or shall be in a form and format acceptable to  
14 Stanislaus County Counsel and Stanislaus County Risk Management and shall be  
15 primary coverage as respects County.

#### 17 A. Insurance and Indemnification

18  
19 1. Without limiting the County of Stanislaus or the AGENCY'S right to obtain  
20 indemnification from the CONTRACTOR or any third parties, subject to the  
21 CONTRACTOR'S right to seek subrogation for indemnification paid to the County  
22 of Stanislaus and AGENCY under the Agreement and to the extent such  
23 indemnification is paid pursuant to this paragraph, the CONTRACTOR, at its/their  
24 sole expense, shall maintain or cause to be maintained in full force and effect the  
25 following insurance throughout the term of the Agreement:

- 26 a. For the CONTRACTOR'S local operation in Stanislaus County - combined  
27 public liability, general liability, bodily injury and property damage liability  
28 insurance in amount of not less than five million dollars (\$5,000,000) in  
29 coverage for each occurrence;
- 30 b. Medical liability insurance and automobile liability insurance, in an amount  
31 of not less than one million dollars (\$1,000,000) in coverage for any injury

1 or death arising out of any one (1) occurrence, and each of said insurance  
2 coverage shall have an annual aggregate limitation of not less than  
3 \$2,000,000.

4  
5 c. Worker's compensation insurance providing full statutory coverage, in  
6 accordance with the California Labor Code, for any and all of the  
7 CONTRACTOR'S personnel who will be assigned to the performance of  
8 the Agreement by the CONTRACTOR in accordance with the California  
9 Labor Code.

10  
11 2. Such insurance policies shall name the County of Stanislaus, its officers, agents,  
12 and employees, and the AGENCY, its officers, JPA Board of Directors, agents  
13 and employees, as an additional named insured (except for worker's  
14 compensation insurance). Such coverage for said additional named insured  
15 shall be primary insurance and any other insurance, or self-insurance,  
16 maintained by the County of Stanislaus, its officer, agents, and employees, the  
17 AGENCY, its officers, JPA Board of Directors, agents and employees, shall be  
18 secondary and excess only and not contributing with insurance provided under  
19 the CONTRACTOR'S policies herein. This insurance shall not be canceled or  
20 changed to restrict coverage without a minimum of thirty (30) calendar day's  
21 written notice given to the AGENCY and the County Risk Management Division.  
22 If such insurance policies have a deductible, or if a Self-Insured Retention has a  
23 deductible, such deductible shall be in an amount not less than ten thousand  
24 dollars (\$10,000) per occurrence unless approved by Contract Administrator. For  
25 Workers' Compensation Insurance, the insurance carrier shall agree to waive all  
26 rights of subrogation against the AGENCY, the County, and their respective  
27 officers, officials and employees for losses arising from the performance of or the  
28 omission to perform any term or condition of this Agreement by the  
29 CONTRACTOR.

- 1 3. CONTRACTOR shall provide certificates of insurance on the foregoing policies  
2 as required herein to the AGENCY annually, which state or show that such  
3 insurance coverage has been obtained and is in full force and effect.  
4
- 5 4. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless AGENCY  
6 or Stanislaus County from and against all claims, damages, losses, judgments,  
7 liabilities, expenses, and other costs including litigation costs and attorney's fees  
8 arising out of, resulting from any negligent or wrongful act or omission of  
9 CONTRACTOR or its agents, officers, or employees in connection with the  
10 performance of this Agreement.  
11
- 12 5. CONTRACTOR shall save and hold harmless AGENCY and the County of  
13 Stanislaus and their officers, employees and agents, from any and all liability for  
14 damages, including, but not limited to, monetary loss, judgments, orders of a  
15 court, and any other detriment or liability that may arise from any injury to a  
16 person or persons, and for damages to property, arising from or out of any  
17 negligent or wrongful act or omission of CONTRACTOR or its agents, officers, or  
18 employees in the performance of the Agreement.  
19
- 20 6. CONTRACTOR'S obligation to defend, indemnify, and hold the AGENCY and the  
21 County of Stanislaus, and their agents, officers, and employees harmless under  
22 the provisions of the paragraphs in this section is not limited to or restricted by  
23 any requirement in this Agreement for CONTRACTOR to procure and maintain a  
24 policy of insurance.  
25
- 26 7. AGENCY agrees to defend, indemnify, save and hold harmless the  
27 CONTRACTOR and its officers, employees and agents, from any and all claims,  
28 damages, losses, judgments, liabilities, expenses, and other costs including  
29 litigation costs and attorney's fees arising out of, resulting from, any negligent or  
30 wrongful act or omission of AGENCY or its agents, officers, or employees in

1 connection with the performance of this Agreement by AGENCY or AGENCY'S  
2 agents, officers, or employees.

3  
4 8. AGENCY shall save and hold harmless CONTRACTOR and its officers,  
5 directors, shareholders, agents, and employees, from any and all liability for  
6 damages, including but not limited to, monetary loss, judgments, orders of a  
7 court, and any other detriment or liability that may arise from any injury to a  
8 person or persons and for damages to property arising from or out of AGENCY'S  
9 promulgation of official rules, regulations, or AGENCY Policies and Procedures  
10 not in existence as of the date of this Agreement.

11  
12 9. AGENCY, at its sole expense, shall maintain or cause to be maintained in full  
13 force and effect, general liability insurance in an amount of not less than  
14 \$1,000,000 in coverage for each occurrence and an annual aggregate limitation  
15 of not less than \$2,000,000. AGENCY shall provide CONTRACTOR, upon  
16 CONTRACTOR'S request, a certificate of insurance stating that such insurance  
17 coverage has been obtained and is in full force and effect.

18  
19 **7.2 Business Office, Billing and Collection System**

20  
21 A. Local Office – CONTRACTOR shall maintain, within twelve (12) months of the  
22 beginning date of this agreement, a local business office within Stanislaus County  
23 for billing assistance and other customer inquiries.

24  
25 B. Telephone access – CONTRACTOR shall provide a toll-free telephone number that  
26 allows patients to speak to a customer service representative at CONTRACTOR'S  
27 regional billing office.

28  
29 C. Billing and collections system – CONTRACTOR shall utilize a billing and collections  
30 system that is well-documented and easy to audit, which minimizes the effort

1 required to obtain reimbursement from third party sources for which they may be  
2 eligible, and is capable of electronically filing Medicare and Medi-Cal billing claims.  
3

4 D. AGENCY and CONTRACTOR shall abide by all Federal and State non-  
5 discrimination laws regarding governmental agency contracts and sub-contracts as  
6 outlined in the Non-Discrimination Statement below:  
7

8 1. Compliance with Non-Discrimination Laws. During the performance of this  
9 Agreement, CONTRACTOR will comply with Title VII of the Civil Right Act of  
10 1964 and that no person shall, on the grounds of race, creed, color, disability,  
11 sex, gender (including gender identity and gender expression), national origin,  
12 ancestry, physical or mental disability, medical condition (including genetic  
13 characteristics), marital status, sexual orientation, age, religion, political  
14 affiliation, or any other non-merit factors, be excluded from participation in, be  
15 denied the benefits of, or be otherwise subjected to discrimination under this  
16 Agreement. CONTRACTOR shall comply with all applicable Federal, State  
17 and local laws and regulations related to non-discrimination and equal  
18 opportunity, including without limitation the AGENCY'S nondiscrimination  
19 policy; the Fair Employment and Housing Act (Government Code sections  
20 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the  
21 Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable  
22 regulations promulgated in the California Code of Regulations or the Code of  
23 Federal Regulations.  
24

1 SECTION 8: FISCAL REQUIREMENTS

2  
3 **8.1 General Provisions**

4  
5 A. As compensation for services, labor, equipment, supplies and materials furnished  
6 under this Agreement, CONTRACTOR shall collect revenues as permitted in this  
7 section.

8  
9 B. All financial reports provided by CONTRACTOR shall be in accordance with  
10 Generally Accepted Accounting Principles and be based on an accrual system.

11  
12 C. Fiscal year for reporting purposes of this Agreement will be the CONTRACTOR'S  
13 fiscal year.

14  
15 D. CONTRACTOR shall maintain copies of all financial statements, records and  
16 receipts that support and identify operations for a minimum of five (5) years from the  
17 end of the reporting period to which they pertain. CONTRACTOR will provide  
18 AGENCY or its designee access to all records for analytical purposes.

19  
20 **8.2 Billing and Collections**

21  
22 A. Medicare and Medi-Cal – CONTRACTOR shall accept Medicare and Medi-Cal  
23 assignment.

24  
25 **8.3 Reporting Responsibilities**

26  
27 A. During the Service Period, CONTRACTOR shall provide the documents and reports  
28 as shown in Exhibit A.

1 SECTION 9: GENERAL AGREEMENT REQUIREMENTS

2  
3 **9.1 Terms of Agreement**

4  
5 This Agreement is an Agreement by and between AGENCY and CONTRACTOR and is  
6 not intended to and shall not be construed to create the relationship of agency, servant,  
7 employee, partnership, joint venture or association.

8  
9 A. Amendments or modifications to the provisions of this Agreement may be initiated  
10 by any party hereto and may only be incorporated into this Agreement upon the  
11 mutual consent of all Parties and must be in writing.

12  
13 B. The failure of any party hereto to insist upon strict performance of any of the terms,  
14 covenants or conditions of this Agreement in any one or more instances shall not  
15 be construed as a waiver or relinquishment for the future of any such terms,  
16 covenants or conditions, but all of the same shall be and remain in full force and  
17 effect.

18  
19 C. This Agreement shall not be deemed to have been made for the implied benefit of  
20 any person who is not a party hereto.

21  
22 D. CONTRACTOR agrees to keep the AGENCY advised at all times of the name and  
23 location of the CONTRACTOR'S parent company, if any.

24  
25 E. CONTRACTOR shall notify AGENCY of any threatened labor action or strike that  
26 would adversely affect its performance under this Agreement. CONTRACTOR  
27 shall provide AGENCY and other affected public or private entities with a written  
28 plan of proposed actions in the event of any threatened work force action or strike.

29  
30 F. Neither AGENCY nor CONTRACTOR shall assign this Agreement to another party  
31 without obtaining the prior written consent of all other parties to this Agreement,

1 except should Stanislaus County withdraw from the Mountain-Valley EMS Agency  
2 Joint Powers Agreement, this Agreement may be assigned to Stanislaus County or  
3 their designee.  
4

5 G. The terms of this Agreement shall be in full force and effect for a period of one (1)  
6 year beginning on the date first stated above, unless otherwise terminated or  
7 modified pursuant to the terms of the Agreement or if upon written notice by either  
8 PARTY, that renegotiation of the Agreement is desired. Pursuant to the Guidelines  
9 established by the State Emergency Medical Services Authority, the Agreement  
10 may be reviewed annually, and all Parties shall be under a duty to act in good faith  
11 to renegotiate the Agreement on an annual basis if any Party expresses a need for  
12 such renegotiation. Such renegotiation shall not result in termination of this  
13 Agreement.  
14

## 15 **9.2 Termination for Cause**

16

17 Either party may terminate this Agreement at any time for cause or for Major Breach of  
18 its provisions consistent with the provisions herein.  
19

20 Certain conditions and circumstances shall, as determined by Contract Administrator,  
21 constitute a Major Breach of this Agreement by the CONTRACTOR, these conditions  
22 and circumstances include, but are not limited to:  
23

24 A. Failure of CONTRACTOR to operate its ambulances and non-emergency  
25 medical services program in a manner which enables AGENCY and  
26 CONTRACTOR to remain in substantial compliance with the requirements of  
27 Federal, State, and local laws, rules and regulations;  
28

29 B. Willful falsification of information supplied by CONTRACTOR in its proposal and  
30 during the consideration, implementation, and subsequent operation of its



1 ambulance and non-emergency medical services program, including, but not  
2 limited to, dispatch data, and patient reporting data, as relates to this Agreement;

3  
4 C. Documented persistent failure of CONTRACTOR'S employees to conduct  
5 themselves in a professional and courteous manner where reasonable remedial  
6 action has not been taken by CONTRACTOR;

7  
8 D. Failure to substantially and consistently meet or exceed the various clinical and  
9 staffing standards required herein;

10  
11 E. Failure to maintain equipment or vehicles in accordance with good maintenance  
12 practices, or to replace equipment or vehicles in accordance with  
13 CONTRACTOR'S submitted and accepted Equipment Replacement Policy,  
14 except as extended use of such equipment is approved by AGENCY as provided  
15 for herein;

16  
17 F. Chronic or persistent failure to comply with conditions stipulated by AGENCY to  
18 correct any Major Breach conditions;

19  
20 G. Failure of CONTRACTOR to cooperate and assist AGENCY in the investigation  
21 or correction of any Major Breach of the terms of this Agreement;

22  
23 H. Failure to comply with required payment of fees within thirty (30) calendar days of  
24 written notice of the imposition of such fee;

25  
26 I. Failure to maintain in force throughout the term of this Agreement, including any  
27 extensions thereof, the insurance coverage required herein;

28  
29 J. Any willful attempts by CONTRACTOR to intimidate or otherwise punish or  
30 dissuade personnel in cooperating with or reporting concerns, deficiencies, etc.,  
31 to the AGENCY or other oversight agency;

1 K. Any other willful acts or omissions of CONTRACTOR that endanger the public  
2 health and safety; and

3  
4 L. Failure to timely prepare and submit the required monthly and annual report.

5  
6 M. Failure to enter into agreement with FirstWatch at CONTRACTORs cost to  
7 provide integration with CONTRACTORs Computer Automated Dispatch (CAD)

8  
9 **9.3 Opportunity to Cure**

10  
11 Prior to a Declaration of Major Breach by Contract Administrator, Contract Administrator  
12 shall provide CONTRACTOR with no less than thirty (30) days advance written notice  
13 citing, with specificity, the basis for Major Breach. In the event CONTRACTOR cures  
14 the Major Breach within such thirty (30) day period, or such longer period as may be  
15 specified in the advance written notice, this Agreement shall remain in full force and  
16 effect. In the event Contract Administrator reasonably deems CONTRACTOR to remain  
17 in Major Breach as of the end of the notice period specified in the advance written  
18 notice, Contract Administrator shall provide CONTRACTOR with a notice of termination,  
19 setting for the specific reasons Contract Administrator believes CONTRACTOR remains  
20 in Major Breach and the effective date of termination, which shall be no less than thirty  
21 (30) days from the date of the termination notice.

22  
23 **9.4 Agency Responsibilities**

24  
25 In the event of termination, AGENCY shall be responsible for complying with all laws, if  
26 any, respecting reduction or termination of Pre-hospital medical services.

1 **9.5 Indemnification for Damages, Taxes and Contributions**

2  
3 CONTRACTOR shall exonerate, indemnify, defend, and hold harmless AGENCY or  
4 Stanislaus County from and against:

- 5  
6 A. Any and all Federal, State and local taxes, charges, fees, or contributions  
7 required to be paid with respect to CONTRACTOR and CONTRACTOR'S  
8 officers, employees and agents engaged in the performance of this agreement  
9 (including, without limitation, unemployment insurance, and social security and  
10 payroll tax withholding).

11  
12 **9.6 Equal Employment Opportunity**

13  
14 During and in relation to the performance of this Agreement, CONTRACTOR agrees as  
15 follows:

- 16  
17 A. CONTRACTOR shall not discriminate against any employee or applicant for  
18 employment because of race, color, religion, national origin, ancestry, physical or  
19 mental disability, medical condition (cancer related), marital status, sexual  
20 orientation, age (over 18), veteran status, gender, pregnancy, or any other  
21 non-merit factor unrelated to job duties. Such action shall include, but not be  
22 limited to the following: recruitment, advertising, layoff or termination, rates of pay  
23 or other forms of compensation, and selection for training (including  
24 apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR  
25 agrees to post in conspicuous places, available to employees and applicants for  
26 employment, notice setting forth the provisions of this non-discrimination clause.  
27  
28 B. CONTRACTOR shall, in all solicitations or advertisements for employees placed  
29 by or on behalf of CONTRACTOR, state that all qualified applicants will receive  
30 consideration for employment without regard to race, color, religion, national

1 origin, ancestry, physical or mental disability, medical condition (cancer related),  
2 marital status, sex, sexual orientation, age, veteran status, or any other non-merit  
3 factor unrelated to job duties.  
4

5 C. In the event of CONTRACTOR'S non-compliance with the non-discrimination  
6 clauses of this Agreement or with any of the said rules, regulations, or orders  
7 CONTRACTOR may be declared ineligible for further agreements with AGENCY.  
8

### 9 **9.7 Independent Contractor Status**

10  
11 CONTRACTOR is an independent CONTRACTOR and not an employee of AGENCY or  
12 Stanislaus County. CONTRACTOR is responsible for all insurance (worker's  
13 compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not  
14 entitled to any employee benefits. AGENCY agrees that CONTRACTOR shall have the  
15 right to control the manner and means of accomplishing the result contracted for herein  
16

### 17 **9.8 Non-assignment and Non-delegation**

18  
19 CONTRACTOR shall not assign or delegate this agreement without the prior written  
20 consent of AGENCY.  
21

### 22 **9.9 Monitoring Costs**

23  
24 AGENCY will incur costs associated with oversight of Contactor's operational and  
25 clinical performance under this Agreement. CONTRACTOR shall pay the AGENCY for  
26 monitoring costs providing such oversight as shown on Exhibit D.  
27  
28  
29

1 **9.10 Entire Agreement**

2  
3 This Agreement and the exhibits attached hereto constitute the entire Agreement  
4 between AGENCY and CONTRACTOR and supersede all prior discussions and  
5 negotiations, whether oral or written. Any amendment to this Agreement, including an  
6 oral modification supported by new consideration, must be reduced to writing and  
7 signed by authorized representatives of both parties before it will be effective.  
8

9 **9.11 Binding on Successors**

10  
11 This Agreement ensures to the benefit of, and is binding on, the parties and their  
12 respective heirs, personal representatives, successors and assigns.  
13

14 **9.12 Captions**

15  
16 The captions heading the various sections of this Agreement are for the convenience  
17 and shall not be considered to limit, expand or define the contents of the respective  
18 sections. Masculine, feminine or neuter gender, and the singular and the plural number  
19 shall each be considered to include the other whenever the context so requires.  
20

21 **9.13 Controlling Law**

22  
23 This Agreement shall be interpreted under California law and according to it fair  
24 meaning and not in favor of or against any party.  
25

26 **9.14 Miscellaneous**

27  
28 There shall be no reimbursement from the AGENCY or Stanislaus County for services  
29 provided pursuant to this Agreement except as provided pursuant to separate  
30 agreements.  
31

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24

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

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

**APPROVED:**

MOUNTAIN-VALLEY EMS AGENCY

By: \_\_\_\_\_  
Cindy Murdaugh  
Executive Director

**APPROVED:**

BAY MEDIC TRANSPORTATION, INC.

By:   
Nesar Abdiani  
Director of Operations

**Exhibit A**

Please submit the annual report to MVEMSA (Attention: Contract Administrator) by the 31<sup>st</sup> of January for each prior contractual calendar year.

**1. Year End Financials to include:**

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

**2. Personnel Manual**

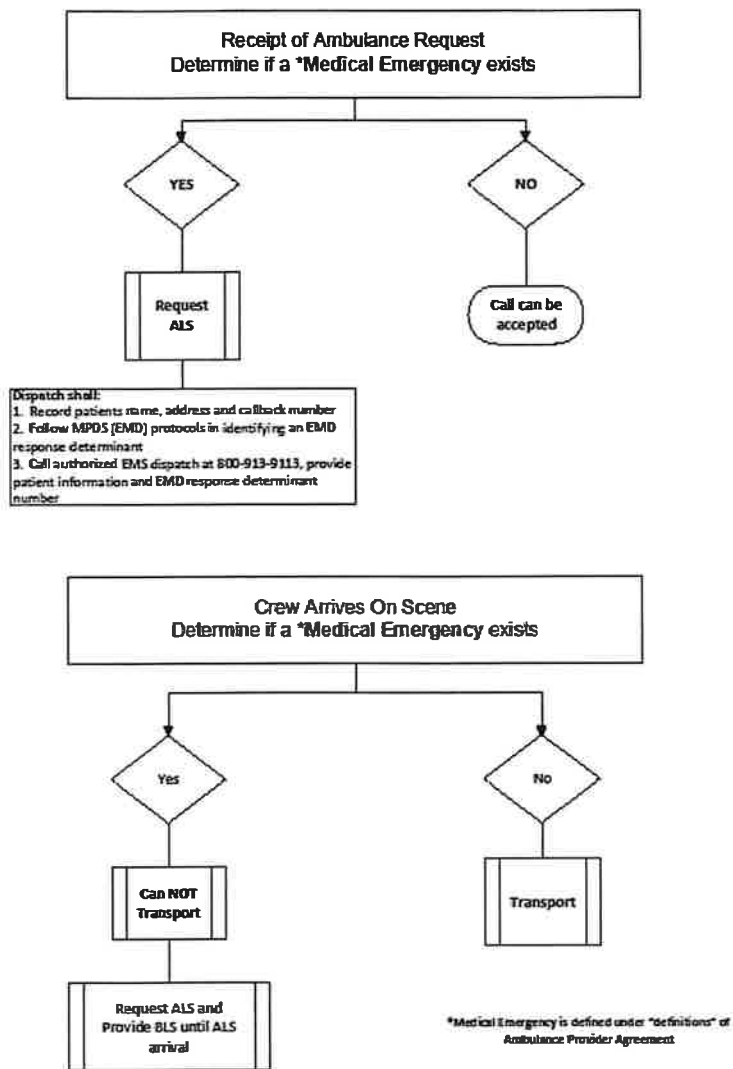
**3. Union Contract**

**4. New Employee List**

## Exhibit B

### Dispatch Determination of a Medical Emergency

Exhibit B





1  
2

**Exhibit C**  
**Definitions**

<b>Advanced Life Support (ALS)</b>	Special services designed to provide definitive Prehospital emergency medical care as defined in California Health and Safety Code 1797.52.
<b>Advanced Life Support (ALS) Ambulance</b>	A ground ambulance which provides transport of the sick and injured and is staffed and equipped to provide advanced life support consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and AGENCY policies and procedures.
<b>Agency Policies, Procedures and Protocols</b>	All policy, procedure and protocol documents developed through the process described in AGENCY policies (131.00 through 133.00).
<b>Authorized ALS Ambulance Provider</b>	An ambulance provider that is authorized to provide ALS Ground Ambulance Services within Stanislaus County pursuant to an ambulance provider agreement with the AGENCY.
<b>Authorized EMS Dispatch Center</b>	A dispatch center recommended by the Local EMS AGENCY and approved and authorized by the Board of Supervisors to dispatch the Emergency Ground Ambulances of the Authorized ALS Ambulance Provider under contract to provide Emergency Ground Ambulance Services within Stanislaus County.
<b>Basic Life Support Ambulance</b>	An ambulance staffed and equipped to provide basic life support in full compliance with the California Health and Safety Code, Division 2.5, Section 1797.60, all regulations of the State of California, the Stanislaus County Ambulance Ordinance C.S. 410 and AGENCY Policies, Procedures and Protocols.
<b>Bay Area Consumer Price Index (CPI)</b>	The CPI for "All Urban Consumers" as noted in April of each year from the U.S. Bureau of Labor Statistics for "San Francisco – Oakland – San Jose, CA."

<b>CCT</b>	<b>Critical Care Transport:</b> The provision of medical care by a critical care team to a patient requiring critical care transport by a critical care transport agency such that the failure to initiate on an urgent basis, or maintain during transport, acute medical interventions, pharmacological interventions, or technologies would likely result in sudden, clinically significant or life threatening deterioration in the patient's condition.
<b>CQI</b>	Continuous Quality Improvement.
<b>Dispatched</b>	The time that the ambulance is assigned a call by the Authorized EMS Dispatch Center
<b>Emergency</b>	As defined in California Health and Safety Code 1797.70, emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency.
<b>Emergency Ground Ambulance</b>	An ambulance staffed and equipped in compliance with the AGENCY Policies, Procedures and Protocols.
<b>Emergency Medical Dispatch (EMD)</b>	A nationally recognized set of standards used by specially trained dispatch personnel that focus upon four main functions: (1) To receive and process telephone calls; (2) To dispatch and coordinate EMS resources based upon prioritization principles that consider the level of the emergency and availability of local EMS resources; (3) To provide medical instruction to callers (pre-arrival instructions) and scene information to EMS crews (post-dispatch); and (4) To coordinate with other public safety agencies.
<b>Emergency Medical Personnel</b>	All public safety first responders, Emergency Medical Dispatchers, EMTs and Paramedics functioning within the Emergency Medical Services System.
<b>Emergency Medical Technician (EMT)</b>	As defined in California Health and Safety Code Section 1797.80.
<b>Paramedic</b>	As defined in California Health and Safety Code Section 1797.84.

<b>First Responder</b>	A fire department vehicle or police vehicle with personnel capable of providing appropriate Prehospital care.
<b>HIPAA</b>	Health Insurance Portability and Accountability Act of 1996.
<b>Hospital</b>	A licensed acute care hospital (as referenced by Division 2.5 Health and Safety Code section 1797.88)
<b>Life Threatening Emergency</b>	The term used to denote a condition or situation in which an individual has a need for immediate medical attention requiring a Code Three response based upon the patient's reported medical condition, or where the potential for such need is perceived by public safety personnel or Emergency Medical Personnel at the scene of an emergency or dispatch personnel at an Authorized EMS Dispatch Center or an Authorized ALS Ambulance Provider.
<b>Major Breach</b>	The failure to comply with this Agreement (including but not limited to CONTRACTOR'S failure to comply with AGENCY'S Policies, Procedures, and Protocols). The determination of a Major Breach of the Agreement shall be by action of Contract Administrator and shall result in corrective action, suspension or termination of this Agreement.
<b>Medical Director</b>	A physician with experience in emergency medical systems who provides medical oversight to the Stanislaus County EMS System, pursuant to Section 1797.204 of the Health and Safety Code.
<b>Non-Emergency Interfacility Transfer</b>	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.

**Non-Life  
Threatening  
Emergency**

The term used to denote a condition or situation in which an individual has a need for medical attention requiring a Code Two response based upon the patient's reported medical condition, or 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.

**Quality  
Improvement  
Program**

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

**Unusual Occurrence**

Any occurrence or allegation of any of the following;

- A. Breach of the standard of care
- B. Care beyond the appropriate scope of practice
- C. Any alleged or known injury to a patient as a result of actions by EMS personnel
- D. Serious injury to EMS personnel
- E. Motor Vehicle Collision with all but minor property damage to ambulance, ALS First Response Vehicle, or Supervisor vehicle
- F. Critical vehicle failure that interferes with response, transport, or treatment
- G. Communication system failure that interferes with response, transport, or treatment
- H. Major biomedical equipment failure directly related to the care of the patient
- I. Serious complaints against employees
- J. Drug adulteration or diversion
- K. Suspected violations of Division 2.5 Health & Safety Code
- L. Failure to follow AGENCY policies/procedures
- M. Any recognition of exceptional effort or service provided by EMS personnel.

1 **Exhibit D**

2  
3 **Monitoring Fees**

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6 **Non-Emergency Transport Call Volume Fee**

7 Fees for non-emergency ambulance patient transports will be assessed on a quarterly  
8 basis. CONTRACTOR will be required to submit a report of patient transport call  
9 volume for the previous quarter and pay a fee of \$2.00 for each patient transport.  
10 AGENCY will do periodic validation of the number of calls submitted. Payment will be  
11 due 30 calendar days following the end of the quarter.