

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**CITY OF MODESTO FIRE DEPARTMENT AND COUNTY OF STANISLAUS
EXTENSION TO FIRST RESPONDER ADVANCED LIFE SUPPORT AGREEMENT**

This Extension of the First Responder Advanced Life Support Agreement (the “**Extension**”) is entered into as of January 1, 2026 (the “**Effective Date**”) by and between City of Modesto Fire Department (“**Contractor**”) and County of Stanislaus (“**Agency**”).

RECITALS

Contractor and Mountain Valley Emergency Medical Services Agency entered into a First Responder Advanced Life Support Agreement effective as of January 1, 2020, as assigned to Agency via an Assignment dated July 1, 2022, pursuant to which Contractor is designated as a First Responder Advanced Life Support provider (the “**Agreement**”). The Agreement is set to expire by its terms on December 31, 2025.

Contractor and **Agency** wish to extend the term of the Agreement, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

- A. **Extended Term.** The term of the Agreement shall be extended through June 30, 2026, or until the date when the parties enter into a replacement agreement, whichever is earlier, subject to earlier termination as set forth in the Agreement.
- B. **No Other Changes.** Except as set forth in this Extension, no other modifications are being made to the Agreement, and the Agreement shall remain in full force and effect.
- C. **Conflicts.** In the event of a conflict in the terms of the Agreement and/or any amendments or extensions thereto, the last fully executed amendment or extension to the Agreement shall prevail.
- D. **Counterparts.** This Extension may be executed in multiple counterparts, each of which will be an original and all of which together will constitute one and the same instrument. A photocopy, scanned, or electronically signed version of the Extension may be used as if it were the original Extension.


[Signatures on following page]

29


SIGNATURE PAGE

30 IN WITNESS WHEREOF, the parties have executed this Extension on the dates set forth below, to be
31 effective as of the Effective Date.

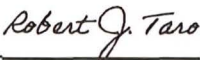
CITY OF MODESTO FIRE DEPARTMENT

By:  Date: 12-30-25
Name: Shannon Evans
Title: Fire Chief

STANISLAUS COUNTY EMS AGENCY

Signed:  Date: 12/30/2025
Name: Chad R. Braner (Dec 30, 2025 10:12:12 PST)
Title: Director

APPROVED AS TO FORM

Signed:  Date: 12/18/2025
Name: Robert J. Taro
Title: Assistant County Counsel,
Stanislaus County

29

SIGNATURE PAGE

30 IN WITNESS WHEREOF, the parties have executed this Extension on the dates set forth below, to be
31 effective as of the Effective Date.

CITY OF MODESTO FIRE DEPARTMENT

By: *Kevin Wise* Date: 09/10/2025
Kevin Wise (Sep 10, 2025 15:08:52 PDT)
Name: Kevin Wise
Title: Fire Chief

STANISLAUS COUNTY EMS AGENCY

Signed: *Chad R. Braner* Date: 09/10/2025
Chad R. Braner (Sep 10, 2025 16:48:24 PDT)
Name: Chad R. Braner
Title: Director

APPROVED AS TO FORM

Thomas E. Boze, County Counsel


Signed: *Thomas E. Boze* Date: 09/09/2025
Thomas Boze (Sep 9, 2025 15:06:07 PDT)
Name: Thomas E. Boze
Title: Deputy County Counsel

29

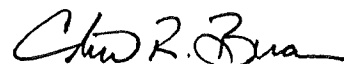
SIGNATURE PAGE

30 IN WITNESS WHEREOF, the parties have executed this Extension on the dates set forth below, to be
31 effective as of the Effective Date.

CITY OF MODESTO FIRE DEPARTMENT

By:  Date: 6/30/25
Name: Kevin Wise
Title: Fire Chief

STANISLAUS COUNTY EMS AGENCY

Signed:  Date: 6.30.25
Name: Chad R. Braner
Title: Director

CITY OF MODESTO FIRE DEPARTMENT
AND COUNTY OF STANISLAUS
EXTENSION TO FIRST RESPONDER ADVANCED LIFE SUPPORT AGREEMENT

This Extension of the First Responder Advanced Life Support Agreement (the "Extension") is entered into as of January 1, 2025 (the "Effective Date") by and between City of Modesto Fire Department ("Contractor") and County of Stanislaus EMS Agency ("Agency").

RECITALS

1. Contractor and Mountain Valley Emergency Medical Services Agency entered into a First Responder Advanced Life Support Agreement effective as of January 1, 2020, as assigned to Agency via an Assignment dated July 1, 2022, pursuant to which Contractor is designated as a First Responder Advanced Life Support provider (the "Agreement"). The Agreement is set to expire by its terms on December 31, 2024.
2. Contractor and Agency wish to extend the term of the Agreement, all in accordance with the terms and conditions set forth herein.
3. NOW, THEREFORE, the parties agree as follows:

AGREEMENT


- A. **Extended Term.** The term of the Agreement shall be extended through June 30, 2025, or until the date when the parties enter into a replacement agreement, whichever is earlier, subject to earlier termination as set forth in the Agreement.
- B. **No Other Changes.** Except as set forth in this Extension, no other modifications are being made to the Agreement, and the Agreement shall remain in full force and effect.
- C. **Conflicts.** In the event of a conflict in the terms of the Agreement and/or any amendments or extensions thereto, the last fully executed amendment or extension to the Agreement shall prevail.
- D. **Counterparts.** This Extension may be executed in multiple counterparts, each of which will be an original and all of which together will constitute one and the same instrument. A photocopy, scanned, or electronically signed version of the Extension may be used as if it were the original Extension.

[Signatures on following page]


SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Extension on the dates set forth below, to be effective as of the Effective Date.


MODESTO FIRE DEPARTMENT

Date: 11-8-24 By: 
Name: Kevin Wise
Title: Chief, Modesto Fire Department

STANISLAUS COUNTY EMS AGENCY

Signed:  Date: 11-10-24
Name: Chad R. Braner
Title: Director

APPROVED AS TO FORM

Signed:  Date: 12-31-24
Name: Robert J. Taro
Title: County Counsel, Stanislaus County

**ASSIGNMENT OF AGREEMENT CONCERNING
FIRST RESPONDER ADVANCED LIFE SUPPORT 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 Modesto Fire Department ("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

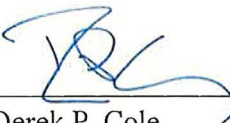
By:  6-23-22
Richard Murdock
Chief of Emergency Services

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

ORIGINAL AGREEMENT – 01/01/2020 TO 12/31/2024
AMENDMENT
FIRST RESPONDER ADVANCED LIFE SUPPORT (FRALS) AGREEMENT
BETWEEN MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY
AND
CITY OF MODESTO FIRE DEPARTMENT

THIS AMENDMENT TO AGREEMENT ("*Amendment*") is made effective December 10, 2020 by and between the Mountain-Valley EMS Agency, hereinafter referred to as "Agency," and the City of Modesto Fire Department, hereinafter referred to as "Contractor."

This Amendment modifies the First Responder Advanced Life Support (FRALS) Agreement between the parties dated January 1, 2020 (the "*Agreement*"). For good and valuable consideration, the parties agree that said Agreement is modified as follows:

1. Exhibit E, Response Time Liquidated Damages: Section A to read: "It is the goal of AGENCY 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. A measurement period is defined as any complete month, or accumulation of months in which the total number of calls in a response area equals or exceeds 250 calls."
2. Exhibit E, Calculation of Response Times: Section A to read: "The calculation of response time shall begin at the time the following information, at a minimum, is assigned to the first qualified fire unit that arrives on scene or is cancelled enroute."
3. Exhibit E, Response Time Corrections and Exemptions: The following to be added:
C.1.g. Contractor providing mutual aid to other fire agencies.
4. Exhibit E, Response Time Liquidated Damages: Sub-sections C, D, E, F and H are deleted from the Agreement.
5. Exhibit E, Payments and Use of Penalty Assessment Penalties: This section is deleted in its entirety.
6. Exhibit E, Equipment Resupply: To read, "CONTRACTOR may submit a resupply order with AMR for disposable medical supplies (excluding narcotics) utilized in the course of patient care. AMR will fulfill the order within a timely manner and will deliver supplies to CONTRACTOR'S designated location. The CONTRACTOR and AMR shall mutually agree upon a monthly resupply process.


CONTRACTOR shall be allowed to exchange medications and disposable medical supplies (excluding narcotics and I-gel airway) with AMR that is set to expire within 120 days. If CONTRACTOR fails to exchange medications or disposable medical supplies prior to 120 days before expiration, the CONTRACTOR will be responsible for replacement. The CONTRACTOR and AMR shall mutually agree upon an exchange process."

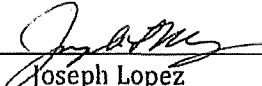
If there is any conflict or inconsistency between this Amendment and the Agreement, the provisions of this Amendment shall control. Except as otherwise modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

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

Mountain-Valley EMS Agency

City of Modesto Fire Department

By: 
Lance Doyle
Title: Executive Director

By: 
Joseph Lopez
Title: City Manager

Date: 12-9-2020

Date: 11/24/20



AGREEMENT WITH CITY OF MODESTO FIRE DEPARTMENT

IN

STANISLAUS COUNTY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

RECITALS OF AUTHORITY 4

SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS..... 4

1.1 Contract Administration 4

1.2 Term of Agreement 5

1.3 Contract Response Area 5

1.4 Notices 6

1.5 ALS provider agreement 6

SECTION 2: ROLES AND RESPONSIBILITIES 7

2.1 Agency’s Functional Responsibilities 7

2.2 Contractor’s Functional Responsibilities..... 7

SECTION 3: DEPLOYMENT 9

3. Deployment Plan Requirements..... 9

SECTION 4: OPERATIONS 9

4.1 Dispatch and Communication Requirements 9

4.2 Equipment and Supplies..... 10

4.3 Disaster Preparedness..... 12

4.4 System Committee Participation 13

4.5 Community Education/Prevention 13

4.6 EMS Training Programs..... 14

4.7 Receiving Facility Relationships..... 14

SECTION 5: PERSONNEL 14

5.1 Clinical and Staffing Standards..... 14

5.2 Compensation/Working Conditions for Personnel..... 18

5.3 Safety and Infection Control..... 18

SECTION 6: QUALITY/PERFORMANCE 19

6.1 Quality Improvement Program 19

6.2 Inquiries and Complaints..... 21

6.3 Unusual Occurrences 21

6.4 Training Officer..... 22

SECTION 7: DATA AND REPORTING..... 22

7.1 Data System Hardware and Software 22

7.2 Other Reporting Responsibilities..... 23

7.3 Audits and Inspections 24

1 **7.4 Health Insurance Portability and Accountability Act of 1996, Public Law**
2 **104-191..... 25**

3 **SECTION 8: RELATIONSHIPS AND ACCOUNTABILITY 26**
4 **8.1 Relationships and Accountability..... 26**

5 **SECTION 9: ADMINISTRATIVE REQUIREMENTS..... 27**
6 **9.1 Insurance 27**
7 **9.2 Non-Discrimination 30**

8 **SECTION 10: FISCAL REQUIREMENTS 31**
9 **10.1 General Provisions..... 31**

10 **SECTION 11: GENERAL AGREEMENT REQUIREMENTS..... 31**
11 **11.1 Terms of Agreement..... 31**
12 **11.2 Termination for Cause 32**
13 **11.3 Opportunity to Cure 34**
14 **11.4 Declaration of Major Breach..... 35**
15 **11.5 Indemnification for Damages, Taxes and Contributions 35**
16 **11.6 Equal Employment Opportunity..... 35**
17 **11.7 Independent Contractor Status..... 36**
18 **11.8 Entire Agreement..... 37**
19 **11.9 Binding on Successors..... 37**
20 **11.10 Captions 37**
21 **11.11 Controlling Law 37**
22 **11.12 Miscellaneous..... 37**

23 **ATTEST:..... 38**

24 **SECTION 12: EXHIBITS 39**
25 **Exhibit A Response Area.....39**
26 **Exhibit B SR911 Policy 801- Dispatch Criteria.....41**
27 **Exhibit C Fees for FRALS Service..... 43**
28 **Exhibit D Reporting Requirements..... 44**
29 **Exhibit E EMS First Responder Agreement.....45**
30 **Exhibit F Stanislaus County Ambulance Response Zones.....54**
31 **Exhibit G Definitions63**
32
33

1 THIS AGREEMENT, entered into the 1st day of January, 2020 and ending on
2 December 31, 2024, by and between the **MOUNTAIN-VALLEY EMS AGENCY**,
3 hereinafter called "**AGENCY**" and **City of Modesto Fire Department**, hereinafter called
4 "**CONTRACTOR**";

5
6 RECITALS OF AUTHORITY
7
8

9 Whereas, pursuant to California Health and Safety Code, Section 1797.200, the
10 County of Stanislaus has designated the AGENCY to be the local Emergency Medical
11 Services (EMS) Agency and to develop a written agreement with any qualified
12 Paramedic Service Provider that wishes to participate in the Advanced Life Support
13 program in the County of Stanislaus;

14
15 Whereas, California Health Code, Section 1797.178 requires all EMS providers
16 to be an authorized part of a local EMS system; and

17
18 Whereas, Title 22 California Code of Regulations Section 100167(b)(4), requires
19 Paramedic Service Providers to have a written agreement with the local EMS Agency to
20 provide advanced life support; and

21
22 **NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:**

23
24 **SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS**

25
26 **1.1 Contract Administration**

27
28 The Agency Executive Director shall serve as the Contract Administrator, and shall
29 represent the County in all matters pertaining to this Agreement and shall administer
30 this Agreement on behalf of the County. The Contract Administrator or his/her designee
31 may:
32

- 1 A. Audit and inspect the CONTRACTOR's financial records regarding their ALS
2 operations, operational records and patient care records;
3
4 B. Monitor the CONTRACTOR's EMS service delivery for compliance with standard of
5 care 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 on January 1, 2020 and terminate
12 at 2400 hours on December 31, 2024 unless terminated earlier pursuant to the terms
13 and conditions of this Agreement.
14

15 **1.3 Contract Response Area**

16
17 All requirements described in this Agreement apply to the boundaries of the City of
18 Modesto Fire Department, Exhibit A, as well as any future mutual aid or auto aid
19 agreements approved by the CONTRACTOR, which specify the provision of first
20 responder advanced life support (FRALS) or quick response vehicle (QRV) service
21 during the term of this Agreement. All of the following requests for emergency medical
22 services originating in areas as noted above shall be referred to the CONTRACTOR,
23 and CONTRACTOR shall provide all FRALS or QRV Services as follows:
24

- 25 A. Made in response to 9-1-1/Public Service Answering Point (PSAP) requests that
26 meet the dispatch criteria as identified in Exhibit B.
27
28 B. Made in response to requests for mutual aid or responses by an authorized 9-1-
29 1/PSAP.
30

1 C. Request for Tactical Medics in conjunction with American Medical Response in
2 response to a request from a law enforcement agency.

3
4 **1.4 Notices**

5
6 All notices, demands, requests, consents, approvals, waivers, or communications
7 (“notices”) that either party desires or is required to give to the other party or any other
8 person shall be in writing and either personally delivered or sent by prepaid postage,
9 first class mail. Notices shall be addressed as appears below for each party, provided
10 that if either party gives notice of a change of name or address, notices to the giver of
11 that notice shall thereafter be given as demanded in that notice.

12
CONTRACTOR: Joseph Lopez, City Manager
City of Modesto
1010 10th Street, Suite 6200
Modesto, CA 95354

AGENCY Lance Doyle, Executive Director
Mountain-Valley EMS Agency
1101 Standiford Ave., Suite D1
Modesto, CA 95350

13
14 **1.5 ALS provider agreement**

15
16 This agreement will serve as authorization to provide FRALS under California Health &
17 Safety Code, Section 1797.178 and as the Paramedic Service Provider agreement
18 required under 22 California Code of Regulations Section 100167(b)(4).
19

1 SECTION 2: ROLES AND RESPONSIBILITIES

2
3 **2.1 Agency's Functional Responsibilities**

4
5 The AGENCY seeks to ensure that reliable, high quality pre-hospital emergency
6 medical care is provided on an uninterrupted basis. To accomplish this purpose, the
7 AGENCY shall oversee, monitor and evaluate contract performance and compliance.
8

9 **2.2 Contractor's Functional Responsibilities**

10
11 During the Service Period of this Agreement, as defined in Section 1.2, the
12 CONTRACTOR shall do all of the following:

13
14 A. Provide non-transporting FRALS pre-hospital emergency medical care in response
15 to emergency medical calls identified in Section 1.3. twenty-four (24) hours each
16 day, seven days a week, at a minimum of three (3) fire stations, unless otherwise
17 committed to another incident or for an occurrence beyond the CONTRACTOR'S
18 control.

19
20 1. Clinical performance must be consistent with approved medical standards and
21 protocols. The conduct and appearance of the CONTRACTOR's personnel must
22 be professional and courteous at all times. Services and care delivered must be
23 evaluated by the CONTRACTOR's internal quality improvement program and, as
24 necessary, through the AGENCY's quality improvement program in order to
25 improve and maintain effective clinical performance; to detect and correct
26 performance deficiencies; and to continuously upgrade the performance and
27 reliability of CONTRACTOR's services. Clinical performance must be extremely
28 reliable, with equipment failure and human error held to a minimum through
29 constant attention to performance, protocol, procedure, performance auditing,
30 and prompt and definitive corrective action. This Agreement requires the highest
31 levels of performance and reliability, and mere demonstration of effort, even

1 diligent and well-intentioned effort, shall not substitute for performance results. If
2 the CONTRACTOR fails to perform to the Agreement standards, CONTRACTOR
3 may be found to be in Major Breach of this Agreement as provided generally in
4 Section 11.

- 5
- 6 B. Provide all FRALS and QRV Units and equipment that are necessary for the
7 provision of services required under this Agreement;
- 8
- 9 C. Furnish supplies and replacements for those used by the CONTRACTOR's
10 personnel;
- 11
- 12 D. Establish a recruitment, hiring and retention system consistent with ensuring a
13 quality workforce of clinically competent employees that are appropriately certified;
14 licensed and/or accredited;
- 15
- 16 E. Comply with all training requirements established by the State of California;
- 17
- 18 F. Comply with EMS Agency policies and procedures;
- 19
- 20 G. Maintain neat, clean, and professional appearance of all personnel, facilities, and
21 equipment;
- 22
- 23 H. Submit, in a timely manner, reports, which are supported by documentation or other
24 verifiable information, as required by the AGENCY;
- 25
- 26 I. Respond to AGENCY inquiries about service complaints and reports of
27 investigation within 10 calendar days of notification;
- 28
- 29 J. Notify the AGENCY within 72-hours of all incidents in which the CONTRACTOR's
30 personnel fail to comply with protocols and/or contractual requirements in
31 accordance with Section 6.3 of this Agreement;
- 32

1 K. CONTRACTOR assumes full responsibility for pre-hospital emergency medical
2 response and care provided by CONTRACTOR's agency; and

3
4 L. Provide EMS first responder services as indicated in Exhibit E.
5

6 SECTION 3: DEPLOYMENT 7

8 **3.1 Deployment Plan Requirements** 9

10 A. An annual deployment plan shall be delivered to the Contract Administrator on or
11 before July 1 of each year. Deployment Plan shall include the locations and
12 number of FRALS and QRV units to be deployed.
13

14 B. Submit proposed changes in the deployment plan in writing to the Contract
15 Administrator thirty (30) calendar days in advance of proposed changes being
16 implemented.
17

18 C. CONTRACTOR agrees to work in good faith with the AGENCY and other EMS
19 responder agencies to address identified locations that present barriers to
20 expedient access to patients, (e.g. inadequate address markers, gated
21 communities, and industrial complexes).
22

23 SECTION 4: OPERATIONS 24

25 **4.1 Dispatch and Communication Requirements** 26

27 A. CONTRACTOR shall obtain, install, and maintain in CONTRACTOR's FRALS and
28 QRV units all such communications equipment as is determined through AGENCY
29 policy to be necessary for the effective and efficient dispatch of FRALS and QRV
30 Units. All communication equipment purchased during the term of this Agreement
31 shall have technology that allows for the identification of each party communicating
32 utilizing communication equipment. All communications equipment purchased

1 shall be in compliance with Stanislaus County Operational Area, Tactical
2 Interoperability Communications Plan. Subject to applicable laws and the
3 permission of the relevant agencies, the equipment shall allow effective and
4 efficient communication with public safety agencies, ambulance providers, and air
5 ambulance service providers.

6
7 B. CONTRACTOR shall obtain, install, and maintain in CONTRACTOR's FRALS and
8 QRV Units all such communication equipment as is deemed by AGENCY
9 Communication Policies to be appropriate for transmission of voice communications
10 for medical direction by base hospitals designated by the AGENCY.

11
12 C. CONTRACTOR shall be financially responsible for installation; purchase/rental and
13 maintenance of communication equipment provided in section 4.1.A and B of this
14 agreement.

15
16 D. CONTRACTOR will work with AGENCY to facilitate its Authorized Dispatch
17 Center's provision of daily electronic data submission in conformance with Agency
18 Policy 620.30 – Provider Agency Data Requirements.

19
20 **4.2 Equipment and Supplies**

21
22
23 A. CONTRACTOR shall maintain, and provide to the Contract Administrator, a
24 complete listing of all FRALS and QRV Units (including reserve FRALS and QRV
25 Units) to be used in the performance of the Agreement including their license and
26 vehicle identification numbers, and the name and address of the lien holder, if any.
27 Changes in the lien holder, as well as the transfer of ownership, purchase, or sale
28 of FRALS and QRV Units used under the agreement shall be reported to the
29 Contract Administrator in the quarterly report.

30
31 B. FRALS or QRV Unit Failure – In each instance of a FRALS or QRV Unit failure on
32 an EMS call resulting in the inability to continue the response, CONTRACTOR shall

1 submit an Unusual Occurrence Report within 72 hours which at a minimum shall
2 include: how long it took for another basic life support (BLS), FRALS or QRV Unit
3 to respond to the same call; the reason or suspected reason(s) for vehicle failure
4 and/or malfunction, and actions CONTRACTOR has taken to prevent similar
5 failures.

6
7 C. FRALS and QRV Unit Equipment and Supplies – Each FRALS and QRV Unit shall,
8 at all times, maintain an equipment and supply inventory sufficient to meet federal,
9 State, and local requirements for FRALS and QRV Units, including the requirements
10 of Mountain-Valley EMS Agency Non-Transporting Unit Equipment and Supply
11 Inventory Policy. CONTRACTOR shall be responsible for stocking all expendable
12 supplies including medications.

13
14 1. All FRALS and QRV Units shall, as a minimum, meet all standards of Federal
15 Communications Commission (FCC) regulations and mandates, and AGENCY's
16 timeline with respect to implementation of regulations or mandates set forth by
17 AGENCY, FCC or in the California Code of Regulations.

18
19 2. CONTRACTOR shall maintain a surplus of all required supplies sufficient to
20 sustain operations for a minimum of five (5) calendar days.

21
22 3. The AGENCY Medical Director or his/her designee(s) may at any time, without
23 prior notice, inspect CONTRACTOR's FRALS and QRV Units in order to verify
24 compliance with this Agreement. An inspection may be postponed if it is shown
25 that the inspection would unduly delay a FRALS or QRV Unit from responding to
26 a request for service. A memorandum of the inspection specifying any
27 deficiencies, date of inspection, FRALS or QRV Unit number, and names of
28 participating crew shall be provided to the CONTRACTOR. CONTRACTOR
29 must show proof of correction for any deficiencies noted in said memorandum of
30 inspection as specified by the AGENCY. A deficient FRALS or QRV Unit may be
31 immediately removed from service if, in the opinion of the AGENCY Medical

1 Director or his/her designee(s), the deficiencies are a danger to the health and
2 safety of the public or if the deficiencies in a previously issued memorandum of
3 inspection have not been corrected in the time specified. AGENCY agrees to
4 place any FRALS or QRV Unit that has been removed from service back in
5 service immediately following the documented correction of the defined
6 deficiency.

7
8 D. Controlled Substances – The CONTRACTOR shall have controlled substance
9 policies and procedures, consistent with Drug Enforcement Administration (DEA)
10 requirements, to govern the storage, inventory, accountability, restocking, and
11 procurement of controlled drugs and substances permitted by the AGENCY to be
12 carried and utilized in the provision of ALS by Paramedics.

13
14 1. The AGENCY Medical Director shall approve all controlled substance policies
15 and procedures of CONTRACTOR.

16
17 2. Any incident of non-compliance with controlled substance policies and
18 procedures shall be reported immediately to the Contract Administrator.

19
20 **4.3 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 alert off-duty
25 personnel. The CONTRACTOR shall participate in training programs and exercises
26 designed to upgrade, evaluate, and maintain readiness of the system's disaster and
27 multi-casualty response system.

28
29 B. Disaster Planning – The CONTRACTOR shall actively participate with the AGENCY
30 in disaster planning. The CONTRACTOR shall designate a representative who
31 shall attend scheduled meetings and shall be the liaison for disaster activities with

1 the AGENCY and with other agencies. The CONTRACTOR shall provide field
2 personnel for participation in any AGENCY approved disaster drill in which the
3 AGENCY disaster plan/multi-casualty incident plan is exercised.

4
5 C. During the course of a disaster, the CONTRACTOR shall use its best efforts to
6 maintain FRALS or QRV service throughout its response area

7
8 D. At the scene of a Multi-Casualty Incident (MCI), the CONTRACTOR's personnel
9 shall perform as part of the Incident Command System (ICS) structure and in
10 accordance with the California Emergency Response System's Standardized
11 Emergency Management System (SEMS) and in accordance with Agency policies
12 and procedures.

13 14 **4.4 System Committee Participation**

15
16 The CONTRACTOR shall designate appropriate personnel to participate in committees
17 that have a direct impact on emergency medical services in Stanislaus County,
18 including but not limited to the Local Quality Improvement Group (LQIG), the Trauma
19 Audit Committee (TAC) and System Status Committee.

20 21 **4.5 Community Education/Prevention**

22
23 CONTRACTOR shall participate in public education programs, including, but not limited
24 to, EMS system use, citizen cardiopulmonary resuscitation (CPR), disaster
25 preparedness, injury prevention, seat belt and helmet use, infant/child car seats, and
26 injury prevention for elders. Other appropriate activities might include blood pressure
27 screening, speaking to community groups, and programs for school children and
28 adolescents. The CONTRACTOR should work collaboratively with the Agency and
29 Stanislaus County EMS providers to support regional public education initiatives.

1 **4.6 EMS Training Programs**

2
3 The CONTRACTOR shall make a good faith effort to participate in training programs
4 with ambulance providers, and other first responder organizations within Stanislaus
5 County. These may include, but not be limited to, joint training exercises and providing
6 instructors for training courses, evaluators for EMT and first responder testing, and
7 similar activities. CONTRACTOR shall participate in regional training as indicated by the
8 Agency Medical Director.
9

10 **4.7 Receiving Facility Relationships**

11
12 CONTRACTOR will provide interested receiving facilities with access to and training in
13 electronic pre-hospital care report system, allowing for the receipt of the completed
14 patient care record (PCR) which has been transmitted from the field using a secure
15 connection.
16

17 SECTION 5: PERSONNEL

18
19 **5.1 Clinical and Staffing Standards**

20
21 The AGENCY expects that the provision of emergency medical services shall conform
22 to the highest professional standards and shall comply with all applicable State laws
23 and regulations and AGENCY policies, procedures and field treatment guidelines. All
24 persons employed by the CONTRACTOR in the performance of work under this
25 agreement shall be competent and shall hold appropriate and current valid
26 certificates/licenses/accreditations as established by the State of California and the
27 AGENCY for their level of certification/licensure. The CONTRACTOR shall be held
28 accountable for its employees' certification, licensure, accreditation, performance and
29 actions.
30

1 A. CONTRACTOR's Personnel Policy - CONTRACTOR shall provide the AGENCY
2 with CONTRACTOR's current personnel policy and procedure manual(s) upon
3 request which shall address, at a minimum, staffing and shift scheduling, avoidance
4 of crew fatigue, crew quarters, conduct at a scene, conduct in relation to ambulance
5 and first responder personnel, conduct during patient care management, contact
6 with base hospital(s), use of safety apparel, identification, driver training and
7 department orientation.

8
9 B. FRALS or QRV Unit Staffing – When responding to an EMS Call , a FRALS Unit
10 shall be staffed with a minimum of one (1) Paramedic and one (1) EMT and a QRV
11 shall be staffed with a minimum of one (1) Paramedic.

12
13 1. CONTRACTOR shall have a policy that prohibits CONTRACTOR's employees
14 from performing any services as contemplated herein while under the influence
15 of any alcoholic beverage, illegal drug, or narcotic. In addition, policy shall
16 prohibit CONTRACTOR's employees from performing such services under the
17 influence of any other substances, including prescription or non-prescription
18 medications, which impairs their physical or mental performance.

19
20 2. CONTRACTOR shall maintain a current list of pre-hospital personnel including
21 their addresses, phone numbers, qualifications, certificates, and licenses with
22 expiration dates and provide it to the AGENCY upon request.

23
24 3. CONTRACTOR shall ensure that all personnel wear appropriate uniform attire
25 and comply with CONTRACTOR's standards for grooming.

26
27 4. CONTRACTOR shall have in place policies which require EMS personnel to
28 follow all AGENCY Policies, Procedures and Protocols.

29
30 5. CONTRACTOR shall require that electronic patient care records be completed
31 by CONTRACTOR's personnel per AGENCY policy.

- 1
- 2 6. CONTRACTOR shall require that all Paramedic personnel maintain certification
- 3 in Advanced Cardiac Life Support; and either Pediatric Emergencies for Pre
- 4 Hospital Personnel, Emergency Pediatric Care, or Pediatric Advanced Life
- 5 Support; and either Basic Trauma Life Support, International Trauma Life
- 6 Support, or Pre Hospital Trauma Life Support. Newly hired Paramedic personnel
- 7 must complete these courses within twelve months of being hired.
- 8
- 9 7. All Paramedic personnel shall be required to complete, within twelve (12) months
- 10 of hire, "Medical Response to Weapons of Mass Destruction (WMD) Incidents
- 11 with Med-Plus or equivalent training as approved by the AGENCY.
- 12
- 13 8. Patient care documentation education shall be required annually for all
- 14 Paramedic personnel.
- 15
- 16 9. Paramedic personnel may be required to obtain any other specialized training
- 17 mutually agreed upon by the CONTRACTOR and AGENCY.
- 18

19 C. Management and Supervision –CONTRACTOR shall employ a full-time EMS

20 Coordinator with a minimum certification as a licensed California paramedic. This

21 individual shall be responsible for day-to-day clinical oversight of Contractor's

22 accredited paramedics and certified EMTs; clinical investigations; initial and

23 continuing education; clinical quality assurance; and continuous quality

24 improvement. This individual shall participate in the Agency regional quality

25 improvement program. Ninety percent (90%) of this individual's time must be

26 dedicated to clinical quality improvement tasks and initiatives as required under this

27 agreement. Outside assignments shall not detract from this individual's quality

28 improvement/clinical oversight responsibilities.

29

30 D. Orientation of New Personnel – CONTRACTOR shall ensure that Paramedic

31 personnel are properly oriented before being assigned to respond to emergency

1 medical requests. The orientation shall include, at a minimum, an EMS system
2 overview; EMS policies and procedures including patient destination, trauma triage
3 and patient treatment protocols; radio communications with the ambulance, base
4 hospital, receiving facilities, and dispatch center; map reading skills, including key
5 landmarks, routes to hospitals and other major receiving facilities; emergency
6 response areas within the department's response area and in surrounding areas;
7 and equipment utilization and maintenance, in addition to the CONTRACTOR's
8 policies and procedures. CONTRACTOR shall be responsible for ensuring that this
9 standard is met.

- 10
- 11 1. CONTRACTOR shall implement a program, to train EMT personnel to assist
12 Paramedics in the provision of advanced life support patient care.
 - 13
 - 14 2. CONTRACTOR shall have a program for ensuring personnel are prepared to
15 respond to emergency requests through in-service training and continuing
16 education.
 - 17
 - 18 3. CONTRACTOR shall provide training in cultural competency, EMS for Children,
19 conflict resolution, and assaultive behavior management.
 - 20
 - 21 4. CONTRACTOR shall notify Contract Administrator in writing of any changes
22 made to the new employee orientation program.
 - 23

24 E. Infrequent-Use Skills Refresher – CONTRACTOR shall ensure that paramedic
25 personnel are proficient in the AGENCY'S ALS scope of practice prior to performing
26 these skills on patients in the field setting. The CONTRACTOR shall be responsible
27 for ensuring that Paramedics assigned to FRALS and QRV Units comply with
28 AGENCY Policy on maintenance of skill competency.

29

30 F. Preparation for Multi-Casualty Response – CONTRACTOR shall ensure that all
31 Paramedic personnel are trained and prepared to assume their respective roles and

1 responsibilities under the Region IV Multi-Casualty Medical Incident (MCI) Plan.
2 CONTRACTOR shall ensure that its personnel are trained as follows:

- 3
- 4 1. Hazardous materials first responder awareness training for all field employees.
 - 5
 - 6 2. Training requirements outlined in Agency Policy 853.00 – Pre Hospital Training
 - 7 Standards.
 - 8

9 **5.2 Compensation/Working Conditions for Personnel**

10 Work Schedules and Conditions

- 11
- 12
 - 13 A. CONTRACTOR shall utilize reasonable work schedules and shift assignments to
 - 14 provide reasonable working conditions for personnel. CONTRACTOR shall ensure
 - 15 that personnel working extended shifts, and/or voluntary or mandatory overtime are
 - 16 not fatigued to an extent that might impair their judgment or motor skills.
 - 17
 - 18 B. CONTRACTOR shall make available to all personnel all notices and bulletins from
 - 19 the AGENCY directed to field personnel. In addition, the CONTRACTOR agrees to
 - 20 have a current AGENCY Policies and Procedures Manual accessible to all
 - 21 personnel.
 - 22

23 **5.3 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 an emergency medical 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 ALS 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 6: QUALITY/PERFORMANCE

15
16 **6.1 Quality Improvement Program**

17
18 A. Quality Improvement Program - The CONTRACTOR shall establish a
19 comprehensive emergency medical services system quality improvement (QI)
20 program meeting the requirements of Title 22 C.C.R, Division 9, Chapter 12 (EMS
21 System Quality Improvement) and related guidelines.

22
23 1. The program shall be designed to interface with the AGENCY's quality
24 improvement program, including participation in system related quality
25 improvement activities. The program shall be an organized, coordinated,
26 multidisciplinary approach to the assessment of pre hospital emergency medical
27 response and patient care for the purpose of improving patient care service and
28 outcome. The program shall adhere to MVEMSA Quality Improvement Policies.

29
30 2. CONTRACTOR shall designate a Paramedic or Registered Nurse approved by
31 the AGENCY, to function as a Liaison between the CONTRACTOR and the

1 AGENCY to perform internal quality assurance per AGENCY Policies
2 Procedures and Protocols, assist in the investigation of unusual occurrences as
3 identified by the AGENCY, and attend scheduled Liaison meetings as required
4 by the AGENCY.
5

6 3. In addition, CONTRACTOR shall:

- 7 a. Review its QI program annually for appropriateness to the CONTRACTOR's
8 operation and revise as needed;
- 9 b. Participate in the AGENCY's QI program that may include making available
10 relevant records for program monitoring and evaluation;
- 11 c. Develop, in cooperation with appropriate personnel/agencies, a performance
12 improvement action plan when the QI program identifies a need for
13 improvement. If the area identified as needing improvement includes system
14 clinical issues, collaboration is required with the CONTRACTOR's Medical
15 Director and the AGENCY's Medical Director or his/her designee;
- 16 d. CONTRACTOR agrees to submit as required by the Agency, data from the
17 previous month's calls, all quality assurance reports and data required by the
18 AGENCY in the format developed and approved by the LQIG.
19

20
21 B. Written Quality Improvement Plan – CONTRACTOR's written QI plan shall comply
22 with Title 22 California Code of Regulations Section 100402, (EMS Service Provider
23 Responsibilities), the California Emergency Medical Services Authority-approved
24 EMS Quality Improvement Program Template (EMSQIP), and AGENCY Quality
25 Improvement Policies. This plan shall be updated and submitted to the AGENCY a
26 minimum of every 5 years. In addition, a written annual update shall be submitted to
27 the Agency. The update shall include, but not be limited to, a summary of how the
28 CONTRACTOR's QI program addressed the program indicators. This update shall
29 be submitted in conjunction with the Annual Report. It shall include indicators which
30 address, but are not limited to, the following:
31

- 1 1. Personnel
- 2 2. Equipment and supplies
- 3 3. Documentation
- 4 4. Clinical care and patient outcome
- 5 5. Skills maintenance/competency
- 6 6. Public education and prevention
- 7 7. Risk management

8

9 C. Medical Director: CONTRACTOR shall employ a Medical Director for Quality
10 Improvement, Training and medication purchase purposes that shall be a board-
11 certified emergency physician in the State of California. CONTRACTOR's Medical
12 Director shall cooperate with AGENCY's Medical Director who is responsible for the
13 medical control of the EMS system. CONTRACTOR'S Medical Director shall be
14 actively involved in clinical oversight, quality assurance/improvement, employee
15 clinical remediation and clinical planning.

16

17 **6.2 Inquiries and Complaints**

18

19 CONTRACTOR shall provide good faith responses to inquiries and complaints from the
20 general public by meeting, phone call, or in writing within 10 calendar days of inquiry or
21 complaint. Such responses shall be subject to the limitations imposed by patient
22 confidentiality restrictions.

23

24 **6.3 Unusual Occurrences**

25

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

28

29

30

1 **6.4 Training Officer**

- 2
- 3 A. CONTRACTOR shall designate a Paramedic or Registered Nurse (approved by the
- 4 AGENCY) to act as Training Officer who shall oversee the required training and
- 5 orientation of all new EMTs/Paramedic's employed by the CONTRACTOR. The
- 6 Training Officer shall submit, when requested, a written evaluation of each new
- 7 EMT or Paramedic verifying that orientation requirements have been completed.
- 8 These orientation requirements shall include all local policies and procedures, and
- 9 any additional training required by the AGENCY within six months of hire.
- 10
- 11 B. The Training Officer(s) shall attend scheduled training meetings as required by the
- 12 AGENCY, and provide training to CONTRACTOR's personnel as deemed
- 13 necessary by AGENCY.
- 14

15 SECTION 7: DATA AND REPORTING

16

17 **7.1 Data System Hardware and Software**

- 18
- 19 A. CONTRACTOR will submit required data elements in an electronic format
- 20 acceptable to the AGENCY.
- 21
- 22 B. CONTRACTOR shall provide in an electronic format Patient Care Record (PCR)
- 23 information for each call that requires the generation of a PCR per AGENCY policy,
- 24 on a daily basis. The daily submission of electronic PCR information shall include
- 25 data not later than three (3) calendar days following the date of the call (excluding
- 26 weekends and holidays). Electronic PCRs (ePCRs) shall utilize data elements
- 27 outlined in Provider Agency Data Requirements Policy and any other data elements
- 28 requested by the AGENCY. Reporting shall occur on insurance related data
- 29 elements if the CONTRACTOR implements a fee for service.
- 30

1 C. Changes to an ePCR platform can cause unforeseen technical issues, disruption of
2 system monitoring capabilities, inability to report to system stakeholders, and
3 additional financial costs. In order to mitigate these potential disruptions in data flow
4 due diligence must be made in evaluating all the implications of a software platform
5 change previous to AGENCY approval. The CONTRACTOR shall notify AGENCY
6 in writing no later than 180 days prior to the proposed change.

7
8 CONTRACTOR shall collaborate with AGENCY to identify all ramifications to the
9 platform change previous to any software change and AGENCY approval.

10
11 This written notice shall include but not be limited to:

- 12 1. Name of CONTRACTOR
- 13 2. CONTRACTOR Point of Contact and contact information
- 14 3. Intended date of software platform implementation pending AGENCY approval
- 15 4. Proposed ePCR vendor
- 16 5. Proposed ePCR Platform Name and Revision
- 17 6. Verification of NEMESIS Compliance (as identified on NEMESIS.org website)
- 18 7. Software Provider Technical Point of Contact and contact information
- 19 8. Identified Funding Source if additional financial resources are necessary to
20 implement the change; AGENCY is NOT responsible for funding the ePCR
21 change.

22
23 The CONTRACTOR is responsible for all additional, incremental, and on-going
24 financial support of the new software platform, including but not limited to continued
25 FirstWatch integration.

26
27 **7.2 Other Reporting Responsibilities**

28
29 A. CONTRACTOR shall complete, maintain, and provide to AGENCY the reports
30 listed in Exhibit D.

1 B. CONTRACTOR shall provide additional information and reporting as the AGENCY
2 may require in monitoring the performance of the CONTRACTOR under this
3 Agreement.
4

5 **7.3 Audits and Inspections**

6

7 A. CONTRACTOR shall retain and make available for inspection by the AGENCY
8 during the term of the Agreement and for at least a three-year period from expiration
9 of the Agreement all documents and records required and described herein.
10

11 B. At any time during normal business hours, and as often as may reasonably be
12 deemed necessary, the AGENCY's representatives, may:

13
14 1. Observe the CONTRACTOR's operations.

15
16 2. Ride as an extra person on any of the CONTRACTOR's units, provided however,
17 that in exercising this right to inspection and observation, such representatives
18 shall conduct themselves in a professional and courteous manner; and shall not
19 interfere in any way with the CONTRACTOR's employees in the performance of
20 their duties; and shall at all times be respectful of the CONTRACTOR's
21 employer/employee relationship. AGENCY shall provide a release of liability
22 form each time an AGENCY representative rides as an extra person on any of
23 the CONTRACTOR's units.
24

25 C. The CONTRACTOR shall make available for AGENCY examination and audit, all
26 contracts (including union contracts), invoices, materials, payrolls, inventory
27 records, records of personnel (with the exception of confidential personnel records),
28 daily logs, conditions of employment and other data related to all matters covered
29 by the Agreement.
30

1 D. Annual Financial Review – CONTRACTOR shall complete financial records
2 regarding its ALS operations in an auditable form and content according to
3 Generally Accepted Accounting Principles. Financial records shall include
4 Operating Expenses; and if the CONTRACTOR implements a fee for service,
5 Operating Revenue, Accounts Receivable, Payor Mix, and Insurance Collection
6 Rate pertinent to performance of this Agreement; and shall be provided to the
7 AGENCY upon request. The AGENCY shall protect the financial records and any
8 information taken therefrom as confidential and shall not disclose such records or
9 information except as required by law.

10
11 E. Upon written request of the AGENCY, CONTRACTOR shall prepare and submit
12 written reports on any incident arising out of services provided under this
13 Agreement. AGENCY recognizes that any report generated pursuant to this
14 paragraph is confidential in nature and shall not be released, duplicated, or made
15 public without the written permission of CONTRACTOR or upon request to
16 AGENCY by a subpoena or other legal order compelling disclosure.

17
18 **7.4 Health Insurance Portability and Accountability Act of 1996, Public Law 104-**
19 **191**

20
21 A. Patient's privacy and confidentiality shall be protected in compliance with Health
22 Insurance Portability and Accountability Act of 1996 (HIPAA) and other applicable
23 laws related to privacy. Employees shall not disclose patient medical information to
24 any person not providing medical care to the patient.

25
26 B. During the term of this Agreement, each party may receive from the other party, or
27 may receive or create on behalf of the other party, certain confidential health or
28 medical information (Protected Health Information "PHI", as further defined below).
29 This PHI is subject to protection under state and/or federal law, including the Health
30 Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA)
31 and regulations promulgated there under by the U.S. Department of Health and

1 Human Services (HIPAA Regulations). Each party represents that it has in place
2 policies and procedures that will adequately safeguard any PHI it receives or
3 creates, and each party specifically agrees to safeguard and protect the
4 confidentiality of PHI consistent with applicable law. Without limiting the generality
5 of the foregoing, each party agrees that it shall have in place all policies and
6 procedures required to comply with HIPAA and the HIPAA Regulations prior to the
7 date on which such compliance is required. CONTRACTOR shall require
8 subcontractors to abide by the requirements of this section.
9

10 For purposes of this section, Protected Health Information means any information,
11 whether oral or recorded in any form or medium: (a) that relates to the past, present
12 or future physical or mental health or condition of an individual; the provision of
13 health care to any individual; or the past, present or future payment for the provision
14 of health care to an individual, and (b) that identifies the individual or with respect to
15 which there is a reasonable basis to believe the information can be used to identify
16 the individual. This section shall be interpreted in a manner consistent with HIPAA,
17 the HIPAA Regulations and other state or federal laws applicable to PHI.
18

19 SECTION 8: RELATIONSHIPS AND ACCOUNTABILITY

20 **8.1 Relationships and Accountability**

21
22
23 CONTRACTOR shall ensure that its personnel work professionally and collaboratively
24 with the ambulance personnel in the transition of patient care at the scene in
25 compliance with Agency Policy 412.20 – ALS Transfer of Patient Care.
26
27
28
29
30

1 SECTION 9: ADMINISTRATIVE REQUIREMENTS

2
3 **9.1 Insurance**

4
5 CONTRACTOR at its sole cost and expense, shall obtain, maintain, and comply with all
6 AGENCY insurance coverage and requirements. Such insurance shall be occurrence
7 based or claims made with tail coverage or shall be in a form and format acceptable to
8 Stanislaus County Counsel and Stanislaus County Risk Management and shall be
9 primary coverage as respects County.

10
11 A. **Insurance and Indemnification**

- 12
13 1. Without limiting the County of Stanislaus or the AGENCY's right to obtain
14 indemnification from the CONTRACTOR or any third parties, subject to
15 the CONTRACTOR's right to seek subrogation for indemnification paid to
16 the County of Stanislaus and AGENCY under the Agreement and to the
17 extent such indemnification is paid pursuant to this paragraph, the
18 CONTRACTOR, at its/their sole expense, shall maintain or cause to be
19 maintained in full force and effect the following insurance throughout the
20 term of the Agreement:

<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	\$10,000,000 – Aggregate \$5,000,000 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)	\$5,000,000 - per occurrence.
<input type="checkbox"/>	Cyber Liability	\$5,000,000 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.

1

2 2. Such insurance policies shall name the County of Stanislaus, its officers, agents,

3 and employees, and the AGENCY, its officers, agents, employees and the

4 AGENCY JPA Board of Directors as an additional named insured (except for

5 worker's compensation insurance). Such coverage for said additional named

6 insured shall be primary insurance and any other insurance, or self-insurance,

7 maintained by the County of Stanislaus, its officer, agents, and employees, the

8 AGENCY, its officers, agents and employees; the AGENCY JPA Board of

9 Directors shall be secondary and excess only and not contributing with insurance

10 provided under the CONTRACTOR's policies herein. This insurance shall not be

11 canceled or changed to restrict coverage without a minimum of thirty (30)

12 calendar day's written notice given to the AGENCY and the County Risk

13 Management Division. If such insurance policies have a deductible, or if a Self-

14 Insured Retention has a deductible, such deductible shall be in an amount not

15 less than ten thousand dollars (\$10,000) per occurrence unless approved by

16 Contract Administrator. For Workers' Compensation Insurance, the insurance

17 carrier shall agree to waive all rights of subrogation against the AGENCY, the

18 County, and their respective officers, officials and employees for losses arising

19 from the performance of or the omission to perform any term or condition of this

20 Agreement by the CONTRACTOR.

21

- 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 and the County of Stanislaus from and against all claims, damages, losses,
7 judgments, liabilities, expenses, and other costs including litigation costs and
8 attorney's fees arising out of, resulting from any negligent or wrongful act or
9 omission of CONTRACTOR or its agents, officers, or employees in connection
10 with the 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, agents, and employees, from any and all liability for damages,
6 including but not limited to, monetary loss, judgments, orders of a court, and any
7 other detriment or liability that may arise from any injury to a person or persons
8 and for damages to property arising from or out of AGENCY's promulgation of
9 official rules, regulations, or AGENCY Policies and Procedures not in existence
10 as of the date of this Agreement.

11 12 **9.2 Non-Discrimination**

13
14 AGENCY and CONTRACTOR shall abide by all Federal and State non-
15 discrimination laws regarding governmental agency contracts and sub-contracts as
16 outlined in the Non-Discrimination Statement below:

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

1 regulations promulgated in the California Code of Regulations or the Code of
2 Federal Regulations.

3
4 **SECTION 10: FISCAL REQUIREMENTS**

5
6 **10.1 General Provisions**

- 7
- 8 A. As compensation for services, labor, equipment, supplies and materials furnished
9 under this Agreement, CONTRACTOR may implement a fee for service program.
- 10
- 11 B. Fiscal year for reporting purposes of this Agreement will be the CONTRACTOR's
12 fiscal year.
- 13
- 14 C. CONTRACTOR shall maintain copies of all financial statements, records and
15 receipts that support and identify operations for a minimum of three (3) years from
16 the end of the reporting period to which they pertain. CONTRACTOR will provide
17 AGENCY or its designee access to all records for analytical purposes.

18
19 **SECTION 11: GENERAL AGREEMENT REQUIREMENTS**

20
21 **11.1 Terms of Agreement**

22

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

- 26
- 27 A. Amendments or modifications to the provisions of this Agreement may be initiated
28 by any party hereto and may only be incorporated into this Agreement upon the
29 mutual consent of all Parties and must be in writing.
- 30

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

6
7 C. This Agreement shall not be deemed to have been made for the implied benefit of
8 any person who is not a party hereto.

9
10 D. CONTRACTOR shall notify AGENCY of any threatened labor action or strike that
11 would adversely affect its performance under this Agreement. CONTRACTOR
12 shall provide AGENCY and other affected public or private entities with a written
13 plan of proposed actions in the event of any threatened work force action or strike.

14
15 E. Neither AGENCY nor CONTRACTOR shall assign this Agreement to another party
16 without obtaining the prior written consent of all other parties to this Agreement,
17 except should Stanislaus County withdraw from the Mountain-Valley EMS Agency
18 Joint Powers Agreement, this Agreement may be assigned to Stanislaus County or
19 their designee.

20
21 F. The terms of this Agreement shall be in full force and effect until December 31,
22 2024 beginning on the date first stated above, unless otherwise terminated or
23 modified pursuant to the terms of the Agreement or if upon written notice by either
24 PARTY, that renegotiation of the Agreement is desired.

25
26 **11.2 Termination for Cause**

27
28 Either party may terminate this Agreement at any time for cause or for Major Breach of
29 its provisions consistent with the provisions herein.

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

4
5 A. Failure of CONTRACTOR to operate its FRALS or QRV Units and emergency
6 medical services program in a manner which enables AGENCY and CONTRACTOR
7 to remain in substantial compliance with the requirements of Federal, State, and
8 local laws, rules and regulations;

9
10 B. Willful falsification of information supplied by CONTRACTOR in its operation of its
11 emergency medical services program, including, but not limited to, dispatch data,
12 patient reporting data, as relates to this Agreement;

13
14 C. Documented persistent failure of CONTRACTOR's employees to conduct
15 themselves in a professional and courteous manner where reasonable remedial
16 action has not been taken by CONTRACTOR;

17
18 D. Failure to substantially and consistently meet or exceed the various clinical and
19 staffing standards required herein;

20
21 E. Failure to participate in the established Quality Improvement program of the
22 AGENCY, including, but not limited to investigation of incidents and implementing
23 prescribed corrective actions;

24
25 F. Failure to maintain equipment or FRALS or QRV Units in accordance with good
26 maintenance practices.

27
28 G. Chronic or persistent failure to comply with conditions stipulated by AGENCY to
29 correct any Major Breach conditions;

- 1 H. Failure of CONTRACTOR to cooperate and assist AGENCY in the investigation or
2 correction of any Major Breach of the terms of this Agreement;
- 3
4 I. Failure to maintain in force throughout the term of this Agreement, including any
5 extensions thereof, the insurance coverage required herein;
- 6
7 J. Any willful attempts by CONTRACTOR to intimidate or otherwise punish or dissuade
8 personnel in cooperating with or reporting concerns, deficiencies, etc., to the
9 AGENCY or other oversight agency;
- 10
11 K. Any other willful acts or omissions of CONTRACTOR that endanger the public health
12 and safety; Failure to timely prepare and submit the required daily, monthly,
13 quarterly or annual reporting requirements.
- 14

15 **11.3 Opportunity to Cure**

16

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

28
29
30

1 **11.4 Declaration of Major Breach**

2
3 If Major Breach has been declared by the Contract Administrator, because
4 CONTRACTOR fails to provide service as required in this Agreement or Agency
5 Medical Director has determined that the health and safety of the public would be
6 endangered by allowing CONTRACTOR to continue its operations, CONTRACTOR
7 shall cooperate fully with AGENCY to immediately cease providing services as defined
8 in this Agreement.

9
10 A. These provisions are specifically stipulated and agreed to by both Parties as being
11 reasonable and necessary for the protection of the public health and safety, and any
12 legal dispute concerning the finding that a Major Breach has occurred shall be
13 initiated and shall take place only after CONTRACTOR has ceased the provision of
14 services under this Agreement.

15
16 **11.5 Indemnification for Damages, Taxes and Contributions**

17
18 CONTRACTOR shall exonerate, indemnify, defend, and hold harmless AGENCY or
19 Stanislaus County from and against:

20
21 A. Any and all Federal, State and local taxes, charges, fees, or contributions required to
22 be paid with respect to CONTRACTOR and CONTRACTOR's officers, employees
23 and agents engaged in the performance of this agreement (including, without
24 limitation, unemployment insurance, and social security and payroll tax withholding).

25
26 **11.6 Equal Employment Opportunity**

27
28 During and in relation to the performance of this Agreement, CONTRACTOR agrees as
29 follows:

1 A. CONTRACTOR shall not discriminate against any employee or applicant for
2 employment because of race, color, religion, national origin, ancestry, physical or
3 mental disability, medical condition (cancer related), marital status, sexual
4 orientation, age, veteran status, gender, pregnancy, or any other non-merit factor
5 unrelated to job duties. Such action shall include, but not be limited to the following:
6 recruitment, advertising, layoff or termination, rates of pay or other forms of
7 compensation, and selection for training (including apprenticeship), employment,
8 upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous
9 places, available to employees and applicants for employment, notice setting forth
10 the provisions of this non-discrimination clause.

11
12 B. CONTRACTOR shall, in all solicitations or advertisements for employees placed by
13 or on behalf of CONTRACTOR, state that all qualified applicants will receive
14 consideration for employment without regard to race, color, religion, national origin,
15 ancestry, physical or mental disability, medical condition (cancer related), marital
16 status, sex, sexual orientation, age, veteran status, or any other non-merit factor
17 unrelated to job duties.

18
19 C. In the event of CONTRACTOR's non-compliance with the non-discrimination
20 clauses of this Agreement or with any of the said rules, regulations, or orders
21 CONTRACTOR may be declared ineligible for further agreements with AGENCY.

22
23 **11.7 Independent Contractor Status**

24
25 CONTRACTOR is an independent contractor and not an employee of AGENCY or
26 Stanislaus County. CONTRACTOR is responsible for all insurance (workers
27 compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not
28 entitled to any employee benefits. AGENCY agrees that CONTRACTOR shall have the
29 right to control the manner and means of accomplishing the result contracted for herein.
30
31

1 **11.8 Entire Agreement**

2
3 This Agreement and the exhibits attached hereto constitute the entire Agreement
4 between AGENCY and CONTRACTOR and supersedes 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 **11.9 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 **11.10 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 **11.11 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 **11.12 Miscellaneous**

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

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

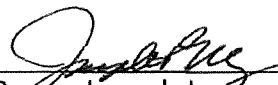
IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:


ATTEST:

APPROVED:

CITY OF MODESTO

MOUNTAIN-VALLEY EMS AGENCY


By: Joseph Lopez
Title: City Manager

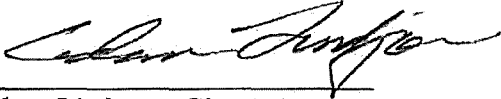

By: Lance Doyle
Title: Executive Director

Date: 12/20/19

Date: 12/30/19

Attest: 
By: Stephanie Lopez, City Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Adam Lindgren", written over a horizontal line.

Adam Lindgren, City Attorney
CITY OF MODESTO

1
2
3
4
5

SECTION 12: EXHIBITS
Exhibit A
Fire Department/District Response Area Map
(Next Page)

Modesto Fire Department- Station Response Area

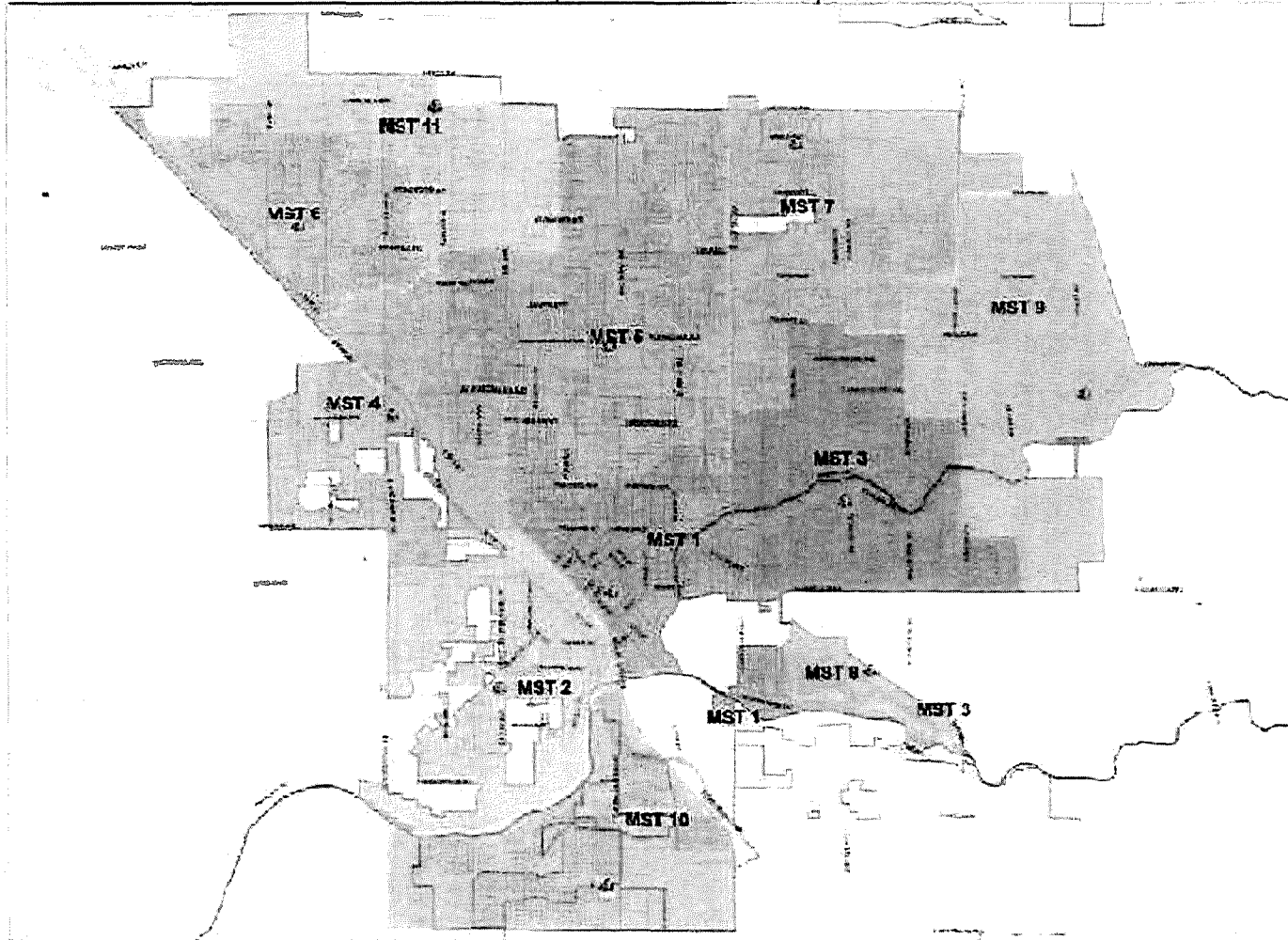


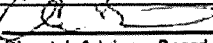

Exhibit B

SR911 Policy 801- Dispatch Criteria



SCOTTY DOUGLASS, EXECUTIVE DIRECTOR

EMS POLICIES AND PROCEDURES

POLICY NUMBER	801
SECTION	800
SUBJECT	EMS CALL ENTRY
DATE ISSUED	10/25/2017
SUPERSEDES DATE	10/23/2018
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.

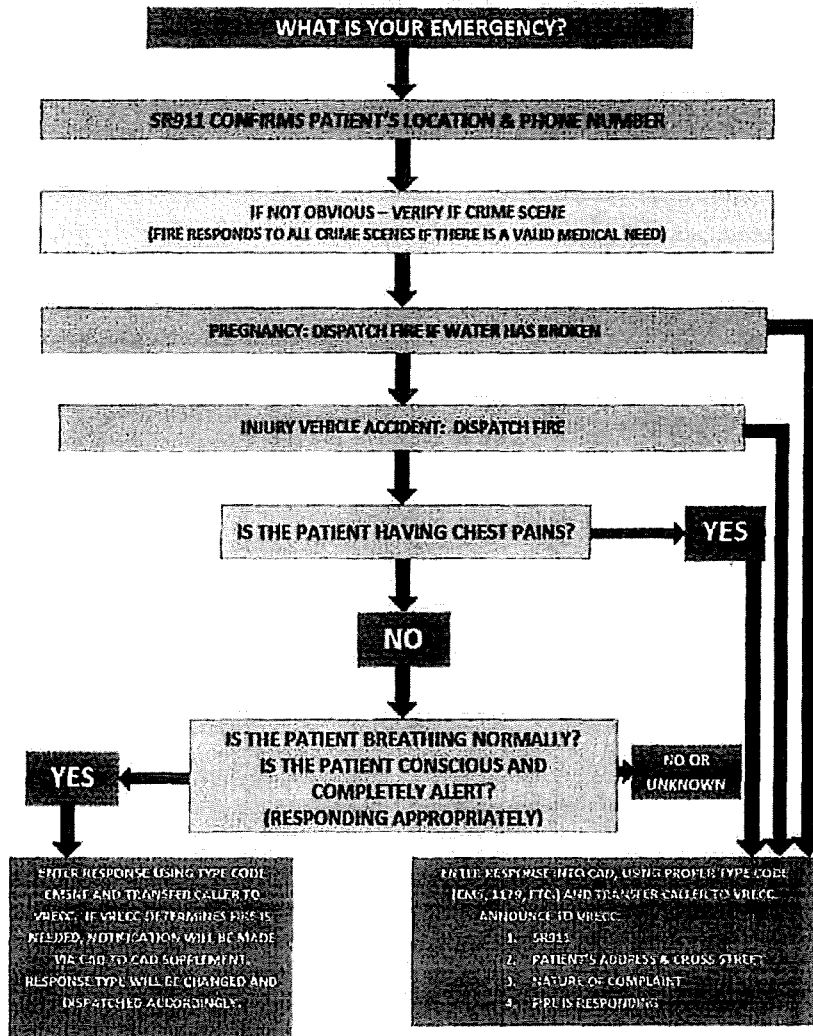
3725 Oakdale Road
Merced, CA 95227

www.sr911.ca.gov

Telephone: (209) 382-3600
Fax: (209) 392-3800



POLICY AND PROCEDURE 801 – EMS CALL ENTRY



1
2
3
4
5
6
7
8
9
10
11

12
13
14
15
16

Exhibit C

Fees for Service

If CONTRACTOR implements charges for service provided under the terms of this agreement to any private party or third party payor for ALS First Response services, those rates shall not exceed the rates which are listed below without Contract Administrator approval:

1 **Exhibit D**
2 **Reporting Requirements**

3
4 **QUARTERLY REPORT**
5

6 Please submit the quarterly report to MVEMSA (Attention: Contract Administrator) by
7 the 15th of the month following each quarter. (Reports are due: April 15, July 15,
8 October 15, and January 15)
9

- 10 1. Unit deployment to include:
11
12 • Number of FRALS Units deployed
13 • Number of QRV Units deployed
14 • Location of crews quarters
15 • Strategies that enhance system performance
16
17 2. List of pre-hospital service complaints received and disposition or resolution
18
19 3. Community education provided
20
21 4. Internal unusual occurrence reports or sentinel event
22
23 5. FRALS or QRV Unit replacement report or major repair
24
25 6. Change in the lien holder; transfer of ownership; or purchase or sale of FRALS and
26 QRV units
27
28 7. Number and circumstances of response time non-compliance as well as corrective
29 actions taken for improvement
30
31

32 **ANNUAL REPORT**
33

34 Please submit the annual report to MVEMSA (Attention: Contract Administrator) by the
35 31st of January for each prior contractual calendar year.
36
37

- 38 1. QI Annual Update – also include:
39 • Infrequent Skill Competency Review Compliance
40
41 2. In-Service Training provided to Paramedic Staff
42
43 3. New Paramedic Employee List
44

Exhibit E

BLS/ALS First Responder Agreement

CONTRACTOR will receive monthly payments from MVEMSA funded by American Medical Response West (AMR) for delivering performance-based EMT and Paramedic level first responder services.

First Responder Reimbursement

The reimbursement rate per CONTRACTOR response services participating in this agreement shall be \$17.00 per qualified EMT level response and \$24.00 per qualified Paramedic level response, based on Fire Management Area. A qualified response is a request for a fire response in accordance with Stanislaus Regional 911 (SR911) Policy 801, dated 10-25-17 or a request for a fire response by Valley Regional Emergency Communications Center (VRECC). Any revision to SR911 Policy 801 (Exhibit B) 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.

Additional Requirements

- A. Fire services interested in participating in this arrangement shall agree:
 - 1. Meet Response Times as indicated below
 - 2. Assess all patients and begin treatments according to Agency protocol
 - 3. Reduce incoming ALS ambulance to Code 2, if emergency response is unnecessary
 - 4. Complete an ePCR on all medical responses
 - 5. Participate in MVEMSA quality improvement program including FirstPass (EMT/Paramedic level agencies only)
 - 6. Participation in First Watch surveillance platform
- B. CONTRACTOR may increase the level of service (certification level and/or number of stations) under this agreement only with the approval of the Agency Medical Director.

Response Time Areas

- A. Response Time Areas may be modified by the MVEMSA based upon updated population or census data in collaboration with the Emergency Medical Services Committee (EMSC).
- B. There are four (4) types of Response Time Areas depicted graphically in Exhibit F by square grids;
 - 1. Urban – 7:00 minute response time standard;
 - 2. Suburban – 11:00 minute response time standard;
 - 3. Rural – 19:00 minute response time standard;
 - 4. Wilderness – best effort response time standard
- 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.

Call Type	Fire First Responder Response Standard	Fire First Responder Time	Ambulance with Fire First Responder Agreement	Ambulance without Fire Agreement
Urban Area Response to 90 percent of calls 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

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. Response Time standards are designed to provide a 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 are for a performance-based approach rather than a level of effort undertaking involving defined locations. Contractor shall commit to employ whatever level of effort is necessary to achieve the clinical Response Time requirements for ambulance service requests located within the EOA. Contractor shall deploy resources in a manner consistent with this goal.

1 C. Each incident is a separate response.

2
3 D. Each incident will be counted as a single response regardless of the number of units that are
4 utilized.

5
6 E. The Response Time of the Contractor's first arriving emergency ambulance will be used to
7 compute Contractor's Response Time for that incident. This includes ambulance response
8 from an entity requested to provide Mutual Aid for the Contractor. An Agency accredited
9 Paramedic responding in a quick-response vehicle (non-engine or truck) may fulfill Contractor
10 Response Time requirement when on-scene with one (1) additional fire department
11 personnel. Contractor shall alert dispatch of all instances of a single-paramedic response.

12
13 F. Response time compliance for suburban and rural responses shall be calculated in a rolled-
14 up manner for the purposes of calculating monthly penalties and/or for the purposes of breach
15 of contract. The Agency shall report the performance for suburban and rural separately for
16 the purpose of data collection and system improvement. Zones will be reevaluated every 10
17 years based on current US Census population data.

18
19 Calculation of Response Times

20 A. Calculation of Response Time shall begin at the time the following information, at a minimum,
21 is assigned to the assigned responding fire crew:

- 22 1. Call priority;
23
24 2. Exact address or descriptive location such as building or landmark;
25
26 3. If no fire resource is available at the time that the dispatcher is ready to dispatch a unit,
27 the Response Time shall begin at the time that the dispatcher notes in the automated
28 dispatch system record that no unit is available.

29
30 B. Calculation of Response Time shall stop when:

- 31 1. The assigned apparatus notifies dispatch that it is "at-scene;" or
32
33 2. In the instance of a response to an apartment or business complex, or mobile home park,
34 when the unit enters the complex; or
35
36 3. In the event "staging" is necessary for personnel safety, at the time the assigned apparatus
37 arrives at the staging area, or;
38
39 4. At the time that dispatch notifies the assigned apparatus to cancel its response.

40
41 C. In incidents when the assigned apparatus crew fails to report their arrival at scene, the time
42 of the next radio communication from the crew or other at scene personnel to dispatch that
43 indicates that the apparatus has already arrived at the scene shall be used as the arrival at

1 scene time. Contractor may also validate at scene time by MDT time stamp as documented
2 in CAD, AVL or radio recording play back.
3

4 **D. Calculating Response Times - Changes in Call Priority:**

5 1. Response Time calculations to determine compliance with Agreement standards and
6 penalties for non-compliance shall be as follows:

7 Downgrades – If a call is downgraded to a lower priority prior to the crew’s arrival at the
8 scene, Contractor’s compliance and penalties will be calculated based on whether the
9 higher priority Response Time standard has been exceeded at the time of the
10 downgrade.
11

12 Upgrades – If a call is upgraded or there is more than one priority change associated with
13 a given incident prior to crew’s arrival at scene, Contractor shall be deemed compliant
14 and not subject to penalties, provided the upgrade or change in priority does not occur
15 after the passage of the lower priority Response Time threshold.
16

17 Reassignment En-route – If an apparatus is reassigned en-route or turned around prior to
18 arrival at scene (e.g., to respond to a higher priority request), compliance and penalties
19 will be calculated based on the Response Time standard applicable to the assigned
20 priority of the initial response. The Response Time clock will not stop until the arrival
21 of an apparatus at scene from which the apparatus was diverted.
22

23 Canceled Calls – If an assignment is canceled prior to the crew’s arrival at scene,
24 compliance and penalties will be calculated based on the elapsed time from
25 assignment to the time the call was canceled.
26

27 **Response Time Corrections and Exemptions**

28 A. Contractor shall file a request for each desired Response Time correction or Exemption on a
29 monthly basis with MVEMSA via the FirstWatch Online Compliance Utility (OCU) within 15
30 days of the end of the previous month. Such request shall include the date, the time, and the
31 specific circumstances causing the delayed response. The MVEMSA Executive Director or
32 her/his designee shall grant or deny Exemptions to performance standards and shall so advise
33 the Contractor. The MVEMSA Executive Director or her/his designee will respond to time
34 correction requests utilizing the OCU. The burden of proof that there is good cause for the
35 correction or the exemption request shall rest with the Contractor.

1 B. Contractor may request Response Time Correction(s) of arrival at scene time(s). In incidents
2 when the assigned crew fails to report their arrival at scene, the time of the next radio
3 communication from the crew or other at scene personnel to dispatch that indicates that the
4 ambulance has already arrived at the scene shall be used as the arrival at scene time.
5 Alternatively, at scene time may be validated by CAD timestamp or Geographic Positioning
6 System (GPS) based on Automatic Vehicle Location (AVL) technology.

7
8
9
10 C. Each request for service located within the Contractor's assigned response area shall be
11 included. In some cases, late and specified other responses will be exempted from Response
12 Time compliance calculations and financial penalties. These Exemptions will be for good
13 cause only, as reasonably determined by MVEMSA in its sole discretion. The burden of proof
14 that there is good cause for the Exemption shall rest with the Contractor. Contractor may
15 request that a response be exempted from the calculation of Response Time Standards, if
16 that call meets the criteria defined below. Contractor shall file a request for each desired
17 Response Time Exemption on a monthly basis with MVEMSA via the OCU within 15 days of
18 the end of the previous month. Such request shall include the date, the time, and the specific
19 circumstances causing the delayed response. MVEMSA Executive Director or her/his
20 designee shall grant or deny exemptions to performance standards and shall so advise the
21 Contractor. The MVEMSA Executive Director or her/his designee will respond to Exemption
22 requests utilizing the OCU.

- 23
24 1. Examples of Exemptions include, but are not limited to:
- 25 a. Inclement weather conditions which impair visibility or create other unsafe driving
26 conditions;
 - 27 b. Wrong address provided by the requesting party;
 - 28 c. Unavoidable delay caused by road construction;
 - 29 d. Restricted roadway access;
 - 30 e. Dispatch error;
 - 31 f. All other exemption requests shall be for good cause only, as determined by the
32 MVEMSA. Exemptions shall be considered on a case-by-case basis. The burden of
33 proof that there is good cause for an exemption shall rest with the Contractor, and the
34 Contractor must have acted in good faith. The alleged good cause must have been a
35 substantial factor in producing the excessive response time.

36
37 D. Contractor shall maintain sufficient resources to achieve the specified Response Time
38 standards. Contractor shall be responsible for prudent and reasonable planning and action
39 related to system deployment. This may include, but is not limited to, deploying additional
40 unit hours for holidays, special events, and weather-related emergencies, including periods
41 of excessive heat or cold, or other weather related anomalies, to accommodate related
42 additional workload.

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 crew assigned;
 - 3. Time en-route to scene;
 - 4. Arrival at scene time;
- B. These reporting requirements may change. MVEMSA agrees to meet and confer with Contractor over such changes.

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% monthly in each Response Time Zone.
- 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 each and every month that Contractor fails to attain response time compliance of at least ninety percent (90%) in each Response Time Compliance Zone. Liquidated damages paid by the Contractor for each Response Time Compliance Zone in which it fails to maintain the requisite compliance shall be as follows:

89-89.99 %	\$500
88-88.99%	\$750
87-87.99%	\$1,250
86-86.99%	\$2,000
85-85.99%	\$3,000
<85 %	\$4,000

1
2 E. Contractor shall pay liquidated damages to MVEMSA for each and every incident to which it
3 has an Extended Response Time, unless exempted by MVEMSA. An Extended Response
4 Time is defined as failing to meet the required response time associated with an incident by
5 ten (10) or more minutes. Liquidated damages paid by the Contractor for each Extended
6 Response Time shall be as follows:

7
8
9
10

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

11
12 F. Furthermore, Contractor shall pay liquidated damages to MVEMSA of \$125 for each incident
13 in which Contractor's crew fails to report an at-scene time which is not verifiable by verbal
14 radio traffic, CAD timestamp or Geographic Positioning System (GPS) based Automatic
15 Vehicle Location (AVL) technology playback. If another fine is applied to the individual incident
16 this fine will not be applied.

17
18 G. Other Repercussions:

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

24
25 Therefore, prior to invoking a breach of contract for Response Time non-compliance,
26 MVEMSA shall provide Contractor an opportunity to cure any failure to comply with Response
27 Time requirements and agrees not to invoke the breach provision Response Time if
28 Contractor demonstrates best efforts to resolve issues contributing to Contractor's failure to
29 meet the Response Time compliance requirements. Actions constituting best efforts include,
30 but are not limited to the following:

- 31
32
33
34
35
36
37
38
39
40
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.

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

1 H. Payments and Use of Penalty Assessment Penalties:

- 2 1. MVEMSA will make the final penalty determination based on this section and will inform
 3 the Contractor of the incidents and penalties incurred on a monthly basis. Contractor shall
 4 pay MVEMSA all liquidated damages within 30 days of receipt of the notification. The
 5 Contractor will pay all penalty assessments to the Stanislaus County EMS System
 6 Enhancement Fund.
 7
 8 2. Penalties collected will be utilized in accordance with MVEMSA policy 951.20, Stanislaus
 9 County EMS System Enhancement Funds.

10 Payment of First Responder Fees

11 AGENCY will calculate and administer payments due to CONTRACTOR under this
 12 Addendum on a monthly basis and will invoice American Medical Response. The timeline for
 13 payment calculation, invoicing and disbursement of funds received will be in accordance with
 14 the following table. First responder reimbursement relies on compliance monitoring through a
 15 functional SR911/Authorized Medical Dispatch Center CAD to CAD link or other technology
 16 capable of providing compliance monitoring and approved by AGENCY. Upon the Effective
 17 Date of this Agreement, compliance monitoring for payment will be based on the current
 18 technology in place for such monitoring. AGENCY and CONTRACTOR will work diligently and
 19 in good faith to minimize any potential delay in reimbursement payment and in implementing
 20 any future technology for compliance monitoring. In no case will MVEMSA disburse payment
 21 to CONTRACTOR without first receiving invoiced funds from American Medical Response.
 22
 23
 24
 25

Contractor Services Performed in the Month of	30 Day Validation Period Begins	Agency Invoice to AMR Not Later Than	Payment Due to Agency from AMR Not Later Than	Payment Disbursed to Contractor Not Later Than
January	Feb 1st	Mar 15th	Apr 15th	Apr 30th
February	Mar 1st	Apr 15th	May 15th	May 30th
March	Apr 1st	May 15th	Jun 15th	Jun 30th
April	May 1st	Jun 15th	Jul 15th	Jul 30th
May	Jun 1st	Jul 15th	Aug 15th	Aug 30th
June	Jul 1st	Aug 15th	Sep 15th	Sep 30th
July	Aug 1st	Sep 15th	Oct 15th	Oct 30th
August	Sep 1st	Oct 15th	Nov 15th	Nov 30th
September	Oct 1st	Nov 15th	Dec 15th	Dec 30th
October	Nov 1st	Dec 15th	Jan 15th	Jan 30th
November	Dec 1st	Jan 15th	Feb 15th	Feb 28th
December	Jan 1st	Feb 15th	Mar 15th	Mar 30th

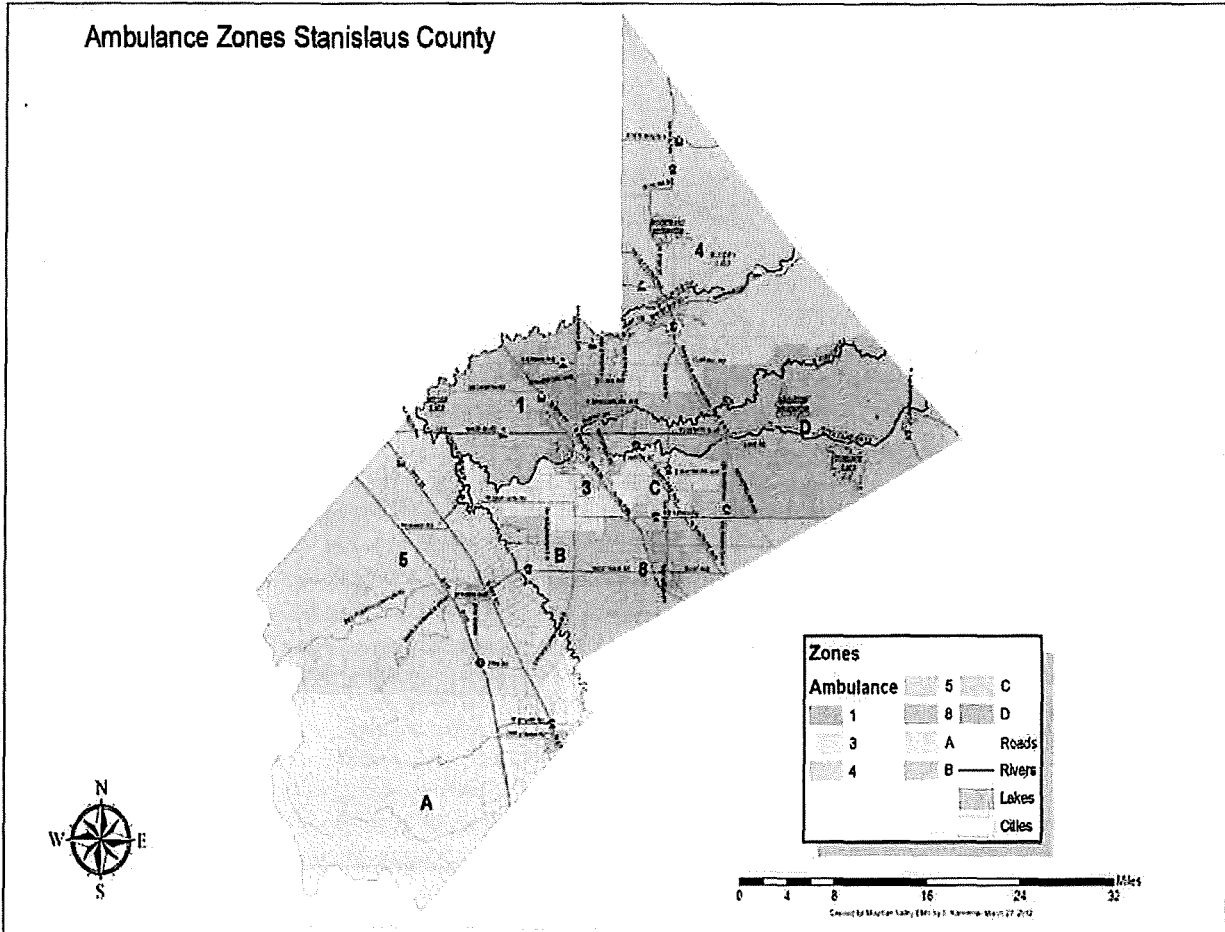
26

1 I. Equipment Resupply
2

3 Whenever disposable medical supplies (excluding narcotics) are used by fire department on
4 scene of an EMS call prior to ambulance arrival, the responding fire agency will be restocked
5 and resupplied by the on-scene ambulance prior to departure at no cost to the fire agency. In
6 the event that rapid transport is needed, and the fire agency is not restocked at scene, the
7 AMR Supervisor will be notified, and the supplies will be delivered to the fire station within the
8 hour or best effort. Oxygen cannot be restocked on-scene; however, AMR will resupply
9 oxygen used on EMS calls and will facilitate the delivery of oxygen to the designated fire
10 stations. Empty tanks will be picked up at the fire stations by the oxygen supplier and replaced
11 with full tanks on a regular schedule to ensure fire agencies have a complement of full oxygen
12 tanks. The oxygen supplier will send the invoice to AMR for payment.
13

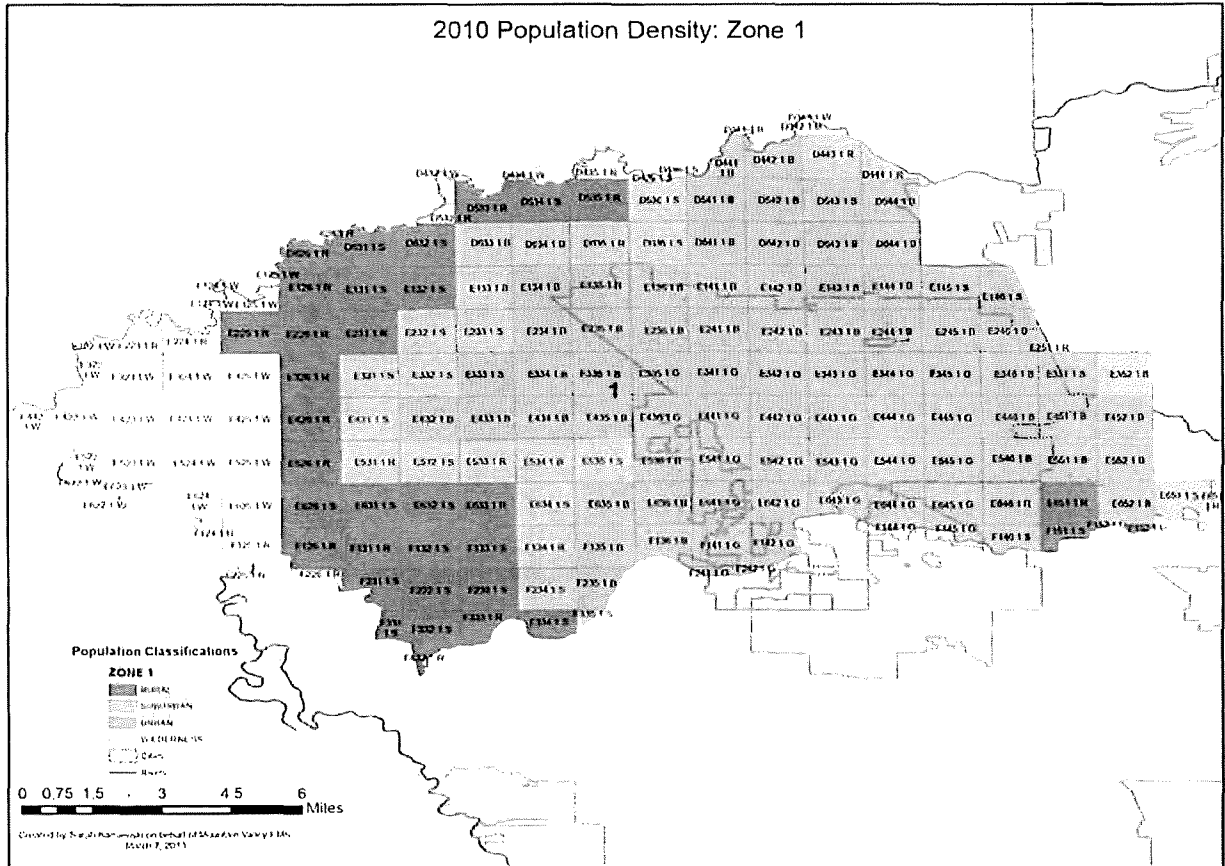
1
2
3

Exhibit F Stanislaus County Response Zones



4
5
6
7
8

STANISLAUS COUNTY EOA RESPONSE ZONES AND AREAS; 1, 3, 8, B, C

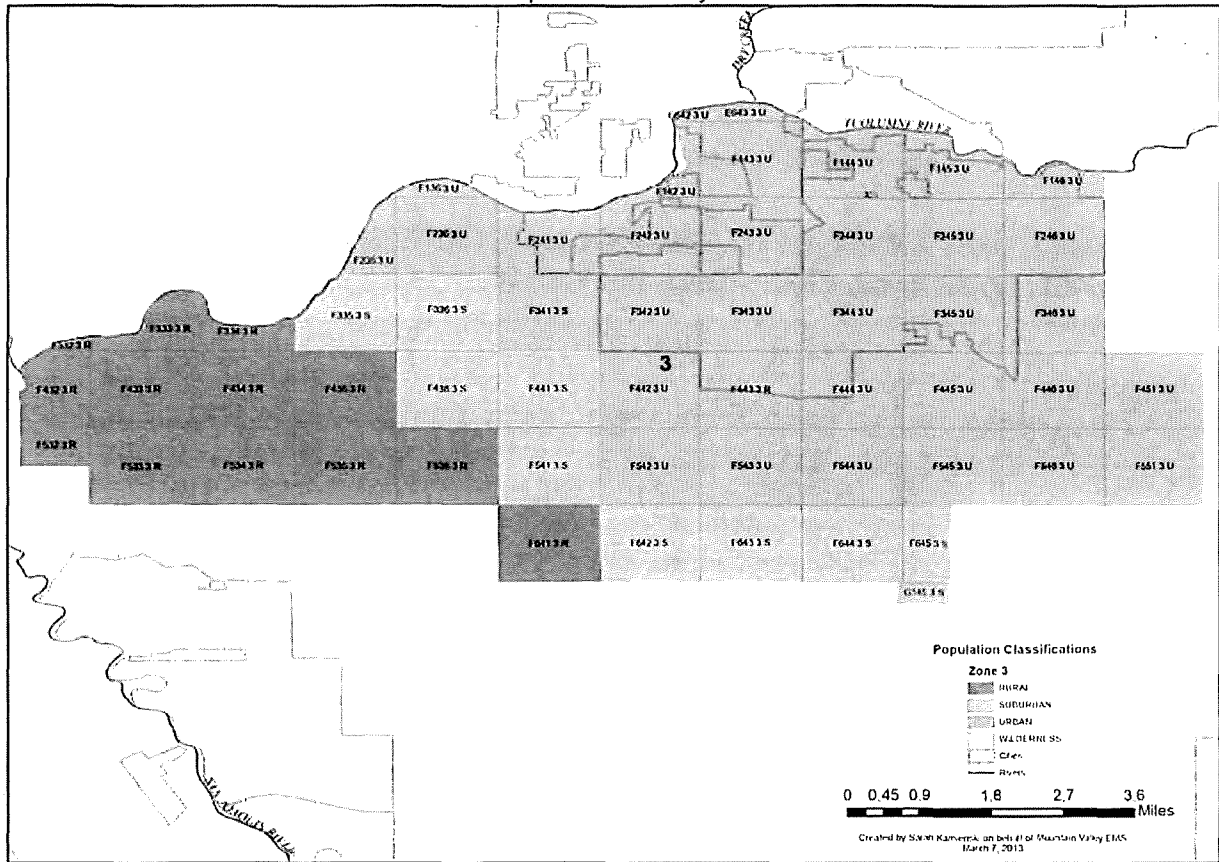


ZONE 1 DESCRIPTION

Zone 1 is in north central Stanislaus County encircling the City of Modesto. It is depicted on the map attached as Exhibit A and is specifically described as follows:

Commencing at a point directly north of Oakdale Road on the border of Stanislaus county adjacent to San Joaquin County northwest of the City of Riverbank, the line proceeds west southwesterly along the county line to the confluence of the San Joaquin River and the Tuolumne river; southeasterly along the Tuolumne River and continuing east northeasterly along the Tuolumne River to a point south of Goodwin Road; northerly to Yosemite Blvd; westerly along Yosemite Blvd to Wellsford Road; northerly along Wellsford Road to Milnes Road; northwesterly along Santa Fe tracks to Claribel Road; westerly along Claribel Road to Oakdale Road; then northerly along Oakdale Road to the Stanislaus County line adjacent to San Joaquin County northwest of the City of Riverbank at a point directly north of Oakdale Road.

2010 Population Density: Zone 3



ZONE 3 DESCRIPTION

Zone 3 is in the central area of Stanislaus County encircling the City of Ceres. It is depicted on the map attached as Exhibit A and is specifically described as follows:

Commencing at Carpenter and Taylor Roads; then easterly on Taylor Road to Moffet Road; then northerly on Moffett Road to Keyes Road; then easterly on Keyes Road to Washington Road; then northerly on Washington Road to Service Road; then westerly on Service Road to Faith Home Road; then northerly on Faith Home Road to the Tuolumne River; then westerly along the Tuolumne River to a point just northwest of Broyle Road; then south to Grayson Road; then easterly on Grayson Road to Laird Road; then southerly on Laird Road to Keyes Road; then easterly on Keyes Road to Carpenter Road; then southerly on Carpenter Road to Taylor Road.

DEMOGRAPHIC ZONE GRID DESCRIPTIONS

URBAN

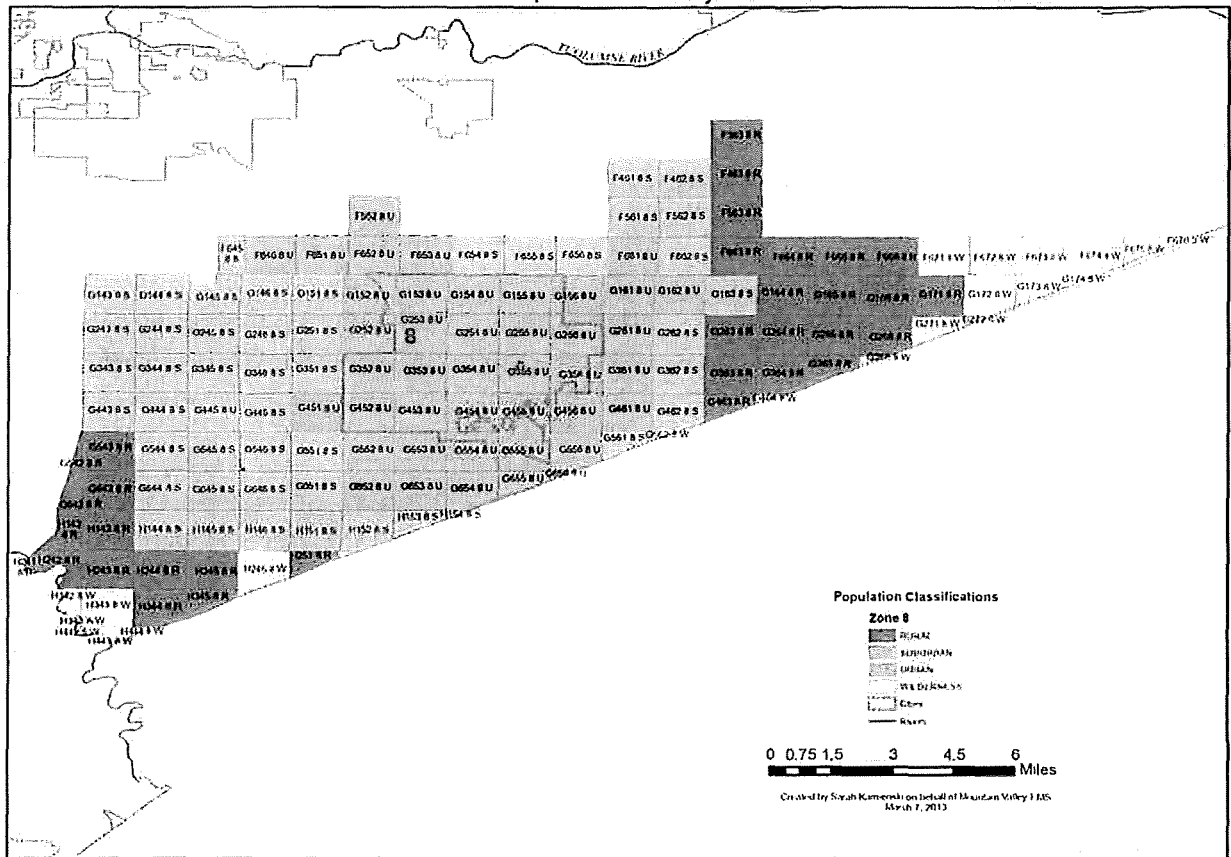
E642-E643, F136, F142-F146, F235-F246, F341-F346, F442-F451, F542-F551

SUBURBAN

F335-F336, F436 – F441, F541, F642-F645, G145

RURAL: F332 - F334, F432 - F435, F532 - F536, F641

2010 Population Density: Zone 8



ZONE 8 DESCRIPTION

Zone 8 is in the south-central area of Stanislaus County encircling the City of Turlock. It is depicted on the map attached as Exhibit A and is specifically described as follows:

Commencing on the border of Stanislaus County adjacent to Merced County where the San Joaquin River enters the County; then northeasterly along the County line to a point where Keyes Road exits the County; then westerly along Keyes Road to Hickman Road; then northerly along Hickman Road to Whitmore Road; then westerly along Whitmore Road to a point just east of Downie Road; then southerly to a point east of Service Road; then westerly along Service Road to Waring Road; then southerly along Waring Road to Keyes Road; then westerly along Keyes Road to Mountain View Road; then northerly along Mountain View Road to Grayson Road; then westerly along Grayson Road to Washington Road; then southerly along Washington Road to Keyes Road; then westerly along Keyes Road to Moffet Road; then southerly along Moffet Road to Taylor Road; then westerly along Taylor Road to Crows Landing Road; then southerly along Crows Landing Road to the San Joaquin River; then southerly along the San Joaquin River to the County line.

1 **DEMOGRAPHIC ZONE GRID DESCRIPTION**

2
3 URBAN

4 F552, F646 – F653, F661, G152 – G162, G252 – G261, G352 – G361, G451 – G461,
5 G552 – G556, G652- G656

6
7 SUBURBAN

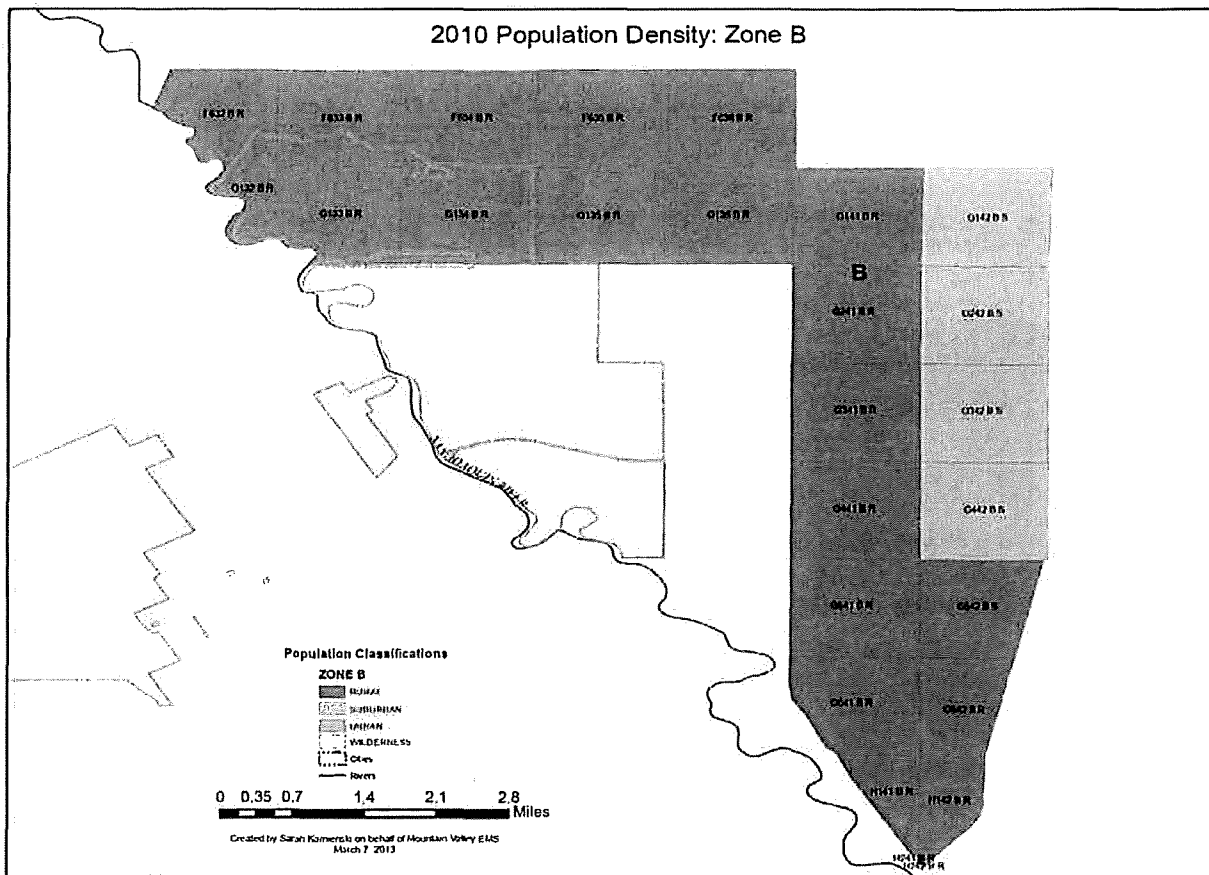
8 F461 - F462, F561 – F562, F645, F654 – F656, F662, G143 – G151, G163, G243 –
9 G251, G262, G343 - G351, G362, G443 - G446, G462, G544- G551, G561, G644 -
10 G651, H144– H154

11
12 RURAL

13 F363, F463, F563, F663 - F666, G164 - G171, G263 – G266, G363 - G365, G463,
14 G542 - G543, G642 - G643, H142 - H143, H242 – H245, H251, H344 – H345

15
16 WILDERNESS

17 F671 - F676, G172 - G174, G271 – G272 G366, G464, G562, H246, H252, H342 -H343
18
19



ZONE B DESCRIPTION

Zone B is an area of approximately twenty square miles located in a lightly populated area shaped like an upside down inverted “L” which is nearly equidistant to the cities of Turlock in the east, Patterson in the west, and Ceres in the north. Its boundaries are specifically described as follows:

Commencing in northwestern corner at the junction of Laird Road and Keyes Road, east to Carpenter Road; south on Carpenter Road to Taylor Road; east on Taylor Road to Crows Landing Road; south on Crows Landing Road to Carpenter Road; north on Carpenter Road to Monte Vista Road; west on Monte Vista Road to the end of the road and continue in a straight line to the San Joaquin River; north east along the San Joaquin River to the Del Puerto Creek confluence; northeasterly to the Keyes Road and Laird Road Juncture.

DEMOGRAPHIC ZONE GRID DESCRIPTIONS

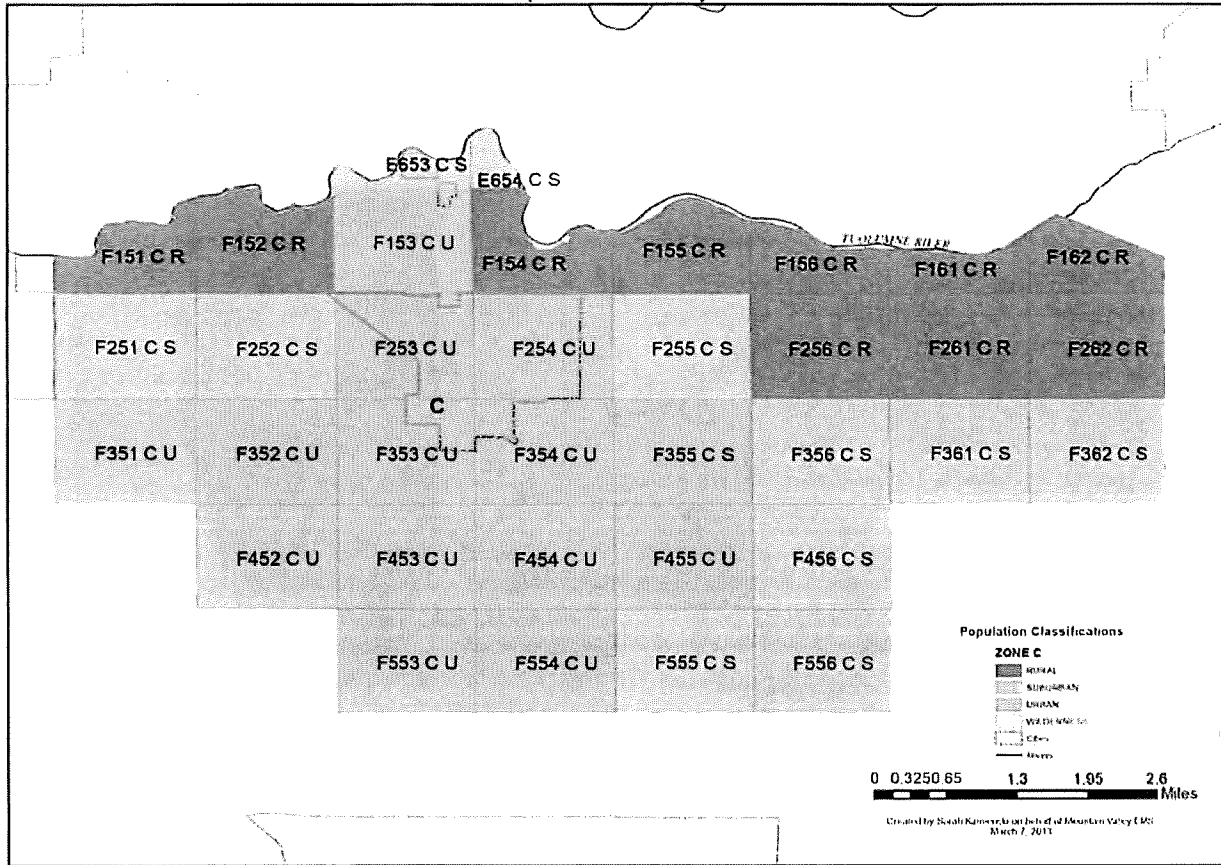
SUBURBAN

G142, G242, G342, G442

RURAL

F632-F636, G132-G141, G241, G341, G441, G541, G641, G542, G642, H141, H142, H241, H242

2010 Population Density: Zone C



ZONE C DESCRIPTION

Zone C is in the east central area of Stanislaus County encircling the City of Hughson. It is depicted on the map attached as Exhibit A and is specifically described as follows:

Commencing at the corner of Grayson and Washington Roads; then easterly on Grayson Road to Mountain View Road; then southerly on Mountain View Road to Keyes Road; then easterly on Keyes Road to Waring Road; then northerly on Waring Road to Service Road; then easterly on Service Road to a point east of Downie Road; then northerly parallel and east of Downie Road to a point northeast of Lyon and Virginia Road; then curving westerly across the northern end of Swanson Road to the Tuolumne River; then westerly along the Tuolumne River to a point north of Faith Home Road; then southerly along Faith Home Road to Service Road; then easterly along Service Road to Washington Road; then southerly along Washington Road to Grayson Road.

DEMOGRAPHIC ZONE GRID DESCRIPTIONS

URBAN

F153, F253 - F254, F351-F355, F452-F455, F553-F554

1
2
3
4
5
6
7
8

SUBURBAN

E653 - E654, F251 - F252, F255, F356-F362, F456, F555 – F556

RURAL

F151 - F152, F154 - F162, F256 – F262

1
2

Exhibit G Definitions

Advanced Life Support (ALS)	Special services designed to provide definitive pre hospital emergency medical care as defined in California Health and Safety Code 1797.52.
Agency Policies, Procedures and Protocols	All policy, procedure and protocol documents developed through the process described in Agency policies (131.00 through 133.00).
ALS Ambulance Provider	An ambulance provider that is authorized to provide ALS Ground Ambulance Services within Stanislaus County pursuant to an ambulance provider agreement with the AGENCY.
Authorized Dispatch Center	A dispatch center authorized by the CONTRACTOR to provide dispatch services.
Emergency	As defined in California Health and Safety Code 1797.70, emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by pre hospital personnel or a public safety agency.
Emergency Medical Technician (EMT)	As defined in California Health and Safety Code Section 1797.80.
EMSA	California Emergency Medical Services Authority
EMS Call	The term used to denote a condition or situation in which an individual has a need for medical attention based upon the dispatch criteria outlined in Exhibit B; or where the potential for such need is perceived by public safety personnel or pre hospital personnel at the scene of an emergency or dispatch personnel at an Authorized Dispatch Center.
FRALS Unit	The term used to denote a non-transporting ALS unit staffed by a minimum of one (1) Paramedic and one (1) EMT and equipped in compliance with Agency Policy 409.00 – Non-Transporting Unit Equipment and Supply Inventory

First Responder	Fire department or law enforcement personnel capable of providing appropriate pre-hospital care as outlined in Title 22, California Code of Regulations.
HIPAA	Health Insurance Portability and Accountability Act of 1996.
Hospital	A licensed acute care hospital (as referenced by Division 2.5 Health and Safety Code section 1797.88)
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 Direction	Direction given to personnel by a base hospital physician through direct voice contact or through an approved M.I.C.N., as required by applicable medical protocols.
Medical Director	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.
Paramedic	As defined in California Health and Safety Code Section 1797.84.
Pre-hospital personnel	All public safety first responders, Emergency Medical Dispatchers, EMTs and Paramedics functioning within the Emergency Medical Services System.
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.
Quick Response Vehicle (QRV)	The term used to denote a non-transporting ALS unit staffed by a minimum of one (1) Paramedic and equipped in compliance with AGENCY Policy 409.00 – Non-Transporting Unit Equipment and Supply Inventory.

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 FRALS, QRV or Supervisor vehicle
- F. Critical vehicle failure that interferes with response, 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