


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 PATTERSON FIRE DEPARTMENT

By:  Jeffrey S. Frye (Dec 29, 2025 18:27:22 PST) Date: _____
Name: Jeffrey S. Frye
Title: Fire Chief

STANISLAUS COUNTY EMS AGENCY

Signed: Chad R. Braner Date: 12/30/2025
Name: Chad R. Braner
Title: Director

APPROVED AS TO FORM

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

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

3 This Extension of the First Responder Advanced Life Support Agreement (the “**Extension**”) is entered
4 into as of July 1, 2025 (the “**Effective Date**”) by and between City of Patterson Fire Department
5 (“**Contractor**”) and County of Stanislaus (“**Agency**”).

6 **RECITALS**

7 Contractor and Mountain Valley Emergency Medical Services Agency entered into a First Responder
8 Advanced Life Support Agreement effective as of January 1, 2020, as assigned to Agency via an
9 Assignment dated July 1, 2022, pursuant to which Contractor is designated as a First Responder
10 Advanced Life Support provider (the “**Agreement**”). The Agreement is set to expire by its terms on
11 June 30, 2025.

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

14 NOW, THEREFORE, the parties agree as follows:

15 **AGREEMENT**

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

28 *[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 PATTERSON FIRE DEPARTMENT

By: Jeffrey S. Frye Date: 06/18/2025
Jeffrey S. Frye (Jun 18, 2025 10:34 PDT)
Name: Jeffrey Frye
Title: Fire Chief

STANISLAUS COUNTY EMS AGENCY

Signed: Chad R. Braner Date: 06/18/2025
Chad R. Braner (Jun 18, 2025 11:10 PDT)
Name: Chad R. Braner
Title: Director

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

3 This Extension of the First Responder Advanced Life Support Agreement (the “**Extension**”) is entered
4 into as of October 1, 2025 (the “**Effective Date**”) by and between City of Patterson Fire Department
5 (“**Contractor**”) and County of Stanislaus (“**Agency**”).

6 **RECITALS**

7 Contractor and Mountain Valley Emergency Medical Services Agency entered into a First Responder
8 Advanced Life Support Agreement effective as of January 1, 2020, as assigned to Agency via an
9 Assignment dated July 1, 2022, pursuant to which Contractor is designated as a First Responder
10 Advanced Life Support provider (the “**Agreement**”). The Agreement is set to expire by its terms on
11 September 30, 2025.

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

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25 an original and all of which together will constitute one and the same instrument. A
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27 the original Extension.

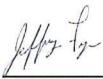
28 *[Signatures on following page]*

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 PATTERSON FIRE DEPARTMENT


By:  Date: 09/10/2025
Name: Jeffrey S. Frye
Title: Fire Chief

STANISLAUS COUNTY EMS AGENCY

Signed: 
Chad R. Braner (Sep 10, 2025 16:42:22 PDT) Date: 09/10/2025
Name: Chad R. Braner
Title: Director

APPROVED AS TO FORM

Thomas E. Boze, County Counsel

Signed: 
Thomas Boze (Sep 9, 2025 15:06:46 PDT) Date: 09/09/2025
Name: Thomas E. Boze
Title: Deputy County Counsel

32

**PATTERSON FIRE DEPARTMENT
AND COUNTY OF STANISLAUS EMS AGENCY
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 Patterson 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 previous extension on December 31, 2024.
2. Contractor and Agency wish to further 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

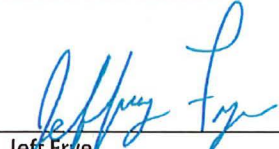
- A. **Extended Term.** The term of the Agreement shall be extended through June 30, 2025, or until the date when the parties enter into a replacement agreement, whichever is earlier, subject to earlier termination as set forth in the Agreement.
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[Signatures 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.


PATTERSON FIRE DEPARTMENT

Signed:  Date: 11/7/2024
Name: Jeff Frye
Title: Chief, Patterson Fire Department

STANISLAUS COUNTY EMS AGENCY

Signed:  Date: 12-31-24
Name: Chad R. Braner
Title: Director

APPROVED AS TO FORM

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

**PATTERSON 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 April 1, 2024 (the “**Effective Date**”) by and between Patterson Fire Department (“**Contractor**”) and County of Stanislaus (“**Agency**”).

RECITALS

1. Contractor and Mountain Valley Emergency Medical Services Agency entered into a First Responder Advanced Life Support Agreement effective as of April 1, 2021, as assigned to Agency via an Assignment dated July 1, 2022, pursuant to which Contractor is designated as a First Responder Advances Life Support Provider (the “**Agreement**”). The Agreement is set to expire by its terms on March 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 December 31, 2024, 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.
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[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.

PATTERSON FIRE DEPARTMENT

Date: 02/27/2024

By: 

Name: Jeff Frye

Title: Patterson Fire Chief

COUNTY OF STANISLAUS

Date: 03/04/2024

By: 

Name: Chad R. Braner

Title: Executive Director









Extension- FRALS Agreement

Final Audit Report

2024-03-05

Created:	2024-02-20
By:	Amanda Breaux (abreaux@stanoes.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7JC1-WR5L9_Zv-qo_2lllKEGKxTTfxk8

"Extension- FRALS Agreement" History

-  Document created by Amanda Breaux (abreaux@stanoes.com)
2024-02-20 - 9:37:57 PM GMT
-  Document emailed to Jeff Frye (jfrye@pattersonca.gov) for signature
2024-02-20 - 9:38:01 PM GMT
-  Email viewed by Jeff Frye (jfrye@pattersonca.gov)
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-  Document e-signed by Jeff Frye (jfrye@pattersonca.gov)
Signature Date: 2024-02-27 - 4:16:12 PM GMT - Time Source: server
-  Document emailed to Chad Braner (cbraner@stanoes.com) for signature
2024-02-27 - 4:16:14 PM GMT
-  Email viewed by Chad Braner (cbraner@stanoes.com)
2024-03-05 - 0:04:59 AM GMT
-  Document e-signed by Chad Braner (cbraner@stanoes.com)
Signature Date: 2024-03-05 - 0:05:59 AM GMT - Time Source: server
-  Agreement completed.
2024-03-05 - 0:05:59 AM GMT

**ASSIGNMENT OF AGREEMENT CONCERNING
FIRST RESPONDER ADVANCED LIFE SUPPORT AGREEMENT**

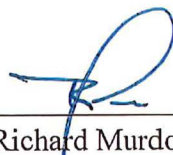
For value received, the Mountain Valley Emergency Medical Services Agency (“Assignor”) assigns, transfers, and conveys to the County of Stanislaus (“Assignee”), all of Assignor's right, title, and interest in, and the responsibility to perform all Assignor’s duties and obligations of, that certain contract between Assignor and Patterson Fire Department (“Contractor”), effective April 1, 2021 (the “Contract”). A copy of the Contract is attached as **Exhibit A** and incorporated by reference. The effective date and time of this assignment is July 1, 2022, at 12:00 a.m.

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

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

COUNTY OF STANISLAUS


MOUNTAIN VALLEY EMERGENCY
MEDICAL SERVICES AGENCY

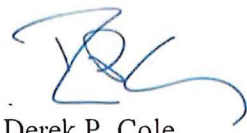
By:  6-23-22
Richard Murdock
Chief of Emergency Services

By:  6/28/22
Cindy Murdaugh
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By: 
Derek P. Cole
General Counsel

ACKNOWLEDGEMENT

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

By: _____

Title: _____

Exhibit A



AGREEMENT WITH CITY OF PATTERSON FIRE DEPARTMENT

IN

STANISLAUS COUNTY

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28

1 THIS AGREEMENT, entered into the 1st day of April, 2021 and ending on March
2 31, 2024, by and between the **MOUNTAIN-VALLEY EMS AGENCY**, hereinafter called
3 "**AGENCY**" and **City of Patterson Fire Department**, hereinafter called
4 "**CONTRACTOR**";

5
6 RECITALS OF AUTHORITY
7
8

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

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

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

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 April 1, 2021 and terminate at
12 2400 hours on March 31, 2024, unless terminated earlier pursuant to the terms and
13 conditions of this Agreement.

14 **1.3 Contract Response Area**

15
16
17 All requirements described in this Agreement apply to the boundaries of the City of
18 Paterson 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 Patterson District Ambulance 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: Jeffrey Gregory, Fire Chief
City of Patterson Fire Department
344 W. Las Palmas Avenue
Patterson, CA 95383

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 Title 22 California Code of Regulations Section 100167(b)(4).
19
20

SECTION 2: ROLES AND RESPONSIBILITIES

2.1 Agency's Functional Responsibilities

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

2.2 Contractor's Functional Responsibilities

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

- A. Provide non-transporting FRALS pre-hospital emergency medical care in response to emergency medical calls identified in Section 1.3. twenty-four (24) hours each day, seven days a week, at a minimum of one (1) fire station, unless otherwise committed to another incident or for an occurrence beyond the CONTRACTOR'S control.
 1. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the CONTRACTOR's personnel must be professional and courteous at all times. Services and care delivered must be evaluated by the CONTRACTOR's internal quality improvement program and, as necessary, through the AGENCY's quality improvement program in order to improve and maintain effective clinical performance; to detect and correct performance deficiencies; and to continuously upgrade the performance and reliability of CONTRACTOR's services. Clinical performance must be extremely reliable, with equipment failure and human error held to a minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This Agreement requires the highest 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;

- K. CONTRACTOR assumes full responsibility for pre-hospital emergency medical response and care provided by CONTRACTOR's agency; and
- L. Provide EMS first responder services as indicated in Exhibit E.

SECTION 3: DEPLOYMENT

3.1 Deployment Plan Requirements

- A. An annual deployment plan shall be delivered to the Contract Administrator on or before July 1 of each year. Deployment Plan shall include the locations and number of FRALS and QRV units to be deployed.
- B. Submit proposed changes in the deployment plan in writing to the Contract Administrator thirty (30) calendar days in advance of proposed changes being implemented.
- C. CONTRACTOR agrees to work in good faith with the AGENCY and other EMS responder agencies to address identified locations that present barriers to expedient access to patients, (e.g. inadequate address markers, gated communities, and industrial complexes).

SECTION 4: OPERATIONS

4.1 Dispatch and Communication Requirements

- A. CONTRACTOR shall obtain, install, and maintain in CONTRACTOR's FRALS and QRV units all such communications equipment as is determined through AGENCY policy to be necessary for the effective and efficient dispatch of FRALS and QRV Units. All communication equipment purchased during the term of this Agreement shall have technology that allows for the identification of each party communicating 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 Policy 409.00, BLS and ALS First Responder Unit
11 Equipment and Medical Supply Inventory. CONTRACTOR shall be responsible for
12 stocking all expendable 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.

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 6. CONTRACTOR shall require that all Paramedic personnel maintain certification
2 in Advanced Cardiac Life Support; and either Pediatric Emergencies for Pre
3 Hospital Personnel, Emergency Pediatric Care, or Pediatric Advanced Life
4 Support; and either Basic Trauma Life Support, International Trauma Life
5 Support, or Pre Hospital Trauma Life Support. Newly hired Paramedic personnel
6 must complete these courses within twelve months of being hired.
7
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 C. Management and Supervision –CONTRACTOR shall provide the management
19 personnel necessary to administer and oversee all aspects of its ALS service.
20

21 D. Orientation of New Personnel – CONTRACTOR shall ensure that Paramedic
22 personnel are properly oriented before being assigned to respond to emergency
23 medical requests. The orientation shall include, at a minimum, an EMS system
24 overview; EMS policies and procedures including patient destination, trauma triage
25 and patient treatment protocols; radio communications with the ambulance, base
26 hospital, receiving facilities, and dispatch center; map reading skills, including key
27 landmarks, routes to hospitals and other major receiving facilities; emergency
28 response areas within the department's response area and in surrounding areas;
29 and equipment utilization and maintenance, in addition to the CONTRACTOR's
30 policies and procedures. CONTRACTOR shall be responsible for ensuring that this
31 standard is met.

1. CONTRACTOR should implement a program, to train EMT personnel to assist Paramedics in the provision of advanced life support patient care.

2. CONTRACTOR shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education.

3. CONTRACTOR shall provide training in cultural competency, EMS for Children, conflict resolution, and assaultive behavior management.

4. CONTRACTOR shall notify Contract Administrator in writing of any changes made to the new employee orientation program.

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

F. Preparation for Multi-Casualty Response – CONTRACTOR shall ensure that all Paramedic personnel are trained and prepared to assume their respective roles and responsibilities under the Region IV Multi-Casualty Medical Incident (MCI) Plan. CONTRACTOR shall ensure that its personnel are trained as follows:

1. Hazardous materials first responder awareness training for all field employees.
2. Training requirements outlined in Agency Policy 853.00, Prehospital Training Standards.

1
2
3 **5.2 Compensation/Working Conditions for Personnel**

4 **Work Schedules and Conditions**

- 5 A. CONTRACTOR shall utilize reasonable work schedules and shift assignments to
6 provide reasonable working conditions for personnel. CONTRACTOR shall ensure
7 that personnel working extended shifts, and/or voluntary or mandatory overtime are
8 not fatigued to an extent that might impair their judgment or motor skills.
9
10 B. CONTRACTOR shall make available to all personnel all notices and bulletins from
11 the AGENCY directed to field personnel. In addition, the CONTRACTOR agrees to
12 have a current AGENCY Policies and Procedures Manual accessible to all
13 personnel.
14

15 **5.3 Safety and Infection Control**

- 16
17 A. CONTRACTOR shall provide personnel with training, equipment, and
18 immunizations necessary to ensure protection from illness or injury when
19 responding to an emergency medical request.
20
21 B. CONTRACTOR shall notify the AGENCY within five (5) calendar days of any
22 Cal/OSHA (Division of Occupational Safety and Health) major enforcement actions,
23 and of any claim, litigation, or other legal or regulatory proceedings in progress or
24 being brought against CONTRACTOR's ALS operations.
25
26 C. CONTRACTOR shall, upon request, furnish documentation satisfactory to
27 Stanislaus County's Health Officer, of the absence of tuberculosis disease for any
28 employee or volunteer who provides services under this Agreement.
29
30 D. The CONTRACTOR shall have an AGENCY approved Communicable Disease
31 Policy that complies with all Occupational Safety and Health Administration (OSHA)

1 requirements and other regulations related to prevention, reporting of exposure, and
2 disposal of medical waste. All pre hospital personnel shall be trained in prevention
3 and universal precautions.

4 5 SECTION 6: QUALITY/PERFORMANCE

6 7 **6.1 Quality Improvement Program**

- 8
- 9 A. **Quality Improvement Program** - The CONTRACTOR shall establish a
10 comprehensive emergency medical services system quality improvement (QI)
11 program meeting the requirements of Title 22 C.C.R, Division 9, Chapter 12 (EMS
12 System Quality Improvement) and related guidelines.
- 13
- 14 1. The program shall be designed to interface with the AGENCY's quality
15 improvement program, including participation in system related quality
16 improvement activities. The program shall be an organized, coordinated,
17 multidisciplinary approach to the assessment of pre hospital emergency medical
18 response and patient care for the purpose of improving patient care service and
19 outcome. The program shall adhere to MVEMSA Quality Improvement Policies.
- 20
- 21 2. CONTRACTOR shall designate a Paramedic or Registered Nurse approved by
22 the AGENCY, to function as a Liaison between the CONTRACTOR and the
23 AGENCY to perform internal quality assurance per AGENCY Policies
24 Procedures and Protocols, assist in the investigation of unusual occurrences as
25 identified by the AGENCY, and attend scheduled Liaison meetings as required
26 by the AGENCY.
- 27
- 28 3. In addition, CONTRACTOR shall:
- 29 a. Review its QI program annually for appropriateness to the CONTRACTOR's
30 operation and revise as needed;

- b. Participate in the AGENCY's QI program that may include making available relevant records for program monitoring and evaluation;
- c. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with the CONTRACTOR's Medical Director and the AGENCY's Medical Director or his/her designee;
- d. CONTRACTOR agrees to submit as required by the Agency, data from the previous month's calls, all quality assurance reports and data required by the AGENCY in the format developed and approved by the LQIG.

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

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

1 C. Medical Director: CONTRACTOR shall employ a Medical Director for Quality
2 Improvement, Training and medication purchase purposes that shall be a board-
3 certified emergency physician in the State of California. CONTRACTOR's Medical
4 Director shall cooperate with AGENCY's Medical Director who is responsible for the
5 medical control of the EMS system. CONTRACTOR'S Medical Director shall be
6 actively involved in clinical oversight, quality assurance/improvement, employee
7 clinical remediation and clinical planning.

8 9 **6.2 Inquiries and Complaints**

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

15 16 **6.3 Unusual Occurrences**

17
18 CONTRACTOR shall complete an unusual occurrence report for personnel involved in
19 an unusual occurrence, in accordance with AGENCY policies and procedures.

20 21 **6.4 Training Officer**

22
23 A. CONTRACTOR shall designate a Paramedic or Registered Nurse (approved by the
24 AGENCY) to act as Training Officer who shall oversee the required training and
25 orientation of all new EMTs/Paramedic's employed by the CONTRACTOR. The
26 Training Officer shall submit, when requested, a written evaluation of each new
27 EMT or Paramedic verifying that orientation requirements have been completed.
28 These orientation requirements shall include all local policies and procedures, and
29 any additional training required by the AGENCY within six months of hire.
30
31

- 1 B. The Training Officer(s) shall attend scheduled training meetings as required by the
2 AGENCY, and provide training to CONTRACTOR's personnel as deemed
3 necessary by AGENCY.

4
5 SECTION 7: DATA AND REPORTING

6
7 **7.1 Data System Hardware and Software**

- 8
9 A. CONTRACTOR will submit required data elements in an electronic format
10 acceptable to the AGENCY.
- 11
12 B. CONTRACTOR shall provide in an electronic format Patient Care Record (PCR)
13 information for each call that requires the generation of a PCR per AGENCY policy,
14 on a daily basis. The daily submission of electronic PCR information shall include
15 data not later than three (3) calendar days following the date of the call (excluding
16 weekends and holidays). Electronic PCRs (ePCRs) shall utilize data elements
17 outlined in Provider Agency Data Requirements Policy and any other data elements
18 requested by the AGENCY. Reporting shall occur on insurance related data
19 elements if the CONTRACTOR implements a fee for service.
- 20
21 C. Changes to an ePCR platform can cause unforeseen technical issues, disruption of
22 system monitoring capabilities, inability to report to system stakeholders, and
23 additional financial costs. In order to mitigate these potential disruptions in data flow
24 due diligence must be made in evaluating all the implications of a software platform
25 change previous to AGENCY approval. The CONTRACTOR shall notify AGENCY
26 in writing no later than 180 days prior to the proposed change.

27
28 CONTRACTOR shall collaborate with AGENCY to identify all ramifications to the
29 platform change previous to any software change and AGENCY approval.

30
31 This written notice shall include but not be limited to:

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

11
12 The CONTRACTOR is responsible for all additional, incremental, and on-going
13 financial support of the new software platform, including but not limited to continued
14 FirstWatch integration.

15 **7.2 Other Reporting Responsibilities**

- 16 A. CONTRACTOR shall complete, maintain, and provide to AGENCY the reports
- 17 listed in Exhibit D.
- 18 B. CONTRACTOR shall provide additional information and reporting as the AGENCY
- 19 may require in monitoring the performance of the CONTRACTOR under this
- 20 Agreement.

21 **7.3 Audits and Inspections**

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

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

3
4 1. Observe the CONTRACTOR's operations.

5
6 2. Ride as an extra person on any of the CONTRACTOR's units, provided however,
7 that in exercising this right to inspection and observation, such representatives
8 shall conduct themselves in a professional and courteous manner; and shall not
9 interfere in any way with the CONTRACTOR's employees in the performance of
10 their duties; and shall at all times be respectful of the CONTRACTOR's
11 employer/employee relationship. AGENCY shall provide a release of liability
12 form each time an AGENCY representative rides as an extra person on any of
13 the CONTRACTOR's units.

14
15 C. The CONTRACTOR shall make available for AGENCY examination and audit, all
16 contracts (including union contracts), invoices, materials, payrolls, inventory
17 records, records of personnel (with the exception of confidential personnel records),
18 daily logs, conditions of employment and other data related to all matters covered
19 by the Agreement.

20
21 D. Annual Financial Review – CONTRACTOR shall complete financial records
22 regarding its ALS operations in an auditable form and content according to
23 Generally Accepted Accounting Principles. Financial records shall include
24 Operating Expenses; and if the CONTRACTOR implements a fee for service,
25 Operating Revenue, Accounts Receivable, Payor Mix, and Insurance Collection
26 Rate pertinent to performance of this Agreement; and shall be provided to the
27 AGENCY upon request. The AGENCY shall protect the financial records and any
28 information taken there from as confidential and shall not disclose such records or
29 information except as required by law.
30

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

7 **7.4 Health Insurance Portability and Accountability Act of 1996, Public Law 104-**
8 **191**

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

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

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

9
10 SECTION 8: RELATIONSHIPS AND ACCOUNTABILITY

11
12 **8.1 Relationships and Accountability**

13
14 CONTRACTOR shall ensure that its personnel work professionally and collaboratively
15 with the ambulance personnel in the transition of patient care at the scene in
16 compliance with Agency Policy 412.20, ALS Transfer of Patient Care.

17
18
19 SECTION 9: ADMINISTRATIVE REQUIREMENTS

20
21 **9.1 Insurance**

22
23 CONTRACTOR at its sole cost and expense, shall obtain, maintain, and comply with all
24 AGENCY insurance coverage and requirements. Such insurance shall be occurrence
25 based or claims made with tail coverage or shall be in a form and format acceptable to
26 Stanislaus County Counsel and Stanislaus County Risk Management and shall be
27 primary coverage as respects County.

1 A. Insurance and Indemnification

2
3 1. Without limiting the County of Stanislaus or the AGENCY's right to obtain
4 indemnification from the CONTRACTOR or any third parties, subject to
5 the CONTRACTOR's right to seek subrogation for indemnification paid to
6 the County of Stanislaus and AGENCY under the Agreement and to the
7 extent such indemnification is paid pursuant to this paragraph, the
8 CONTRACTOR, at its/their sole expense, shall maintain or cause to be
9 maintained in full force and effect the following insurance throughout the
10 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. Such insurance policies shall name the County of Stanislaus, its officers, agents,
2 and employees, and the AGENCY, its officers, agents, employees and the
3 AGENCY JPA Board of Directors as an additional named insured (except for
4 worker's compensation insurance). Such coverage for said additional named
5 insured shall be primary insurance and any other insurance, or self-insurance,
6 maintained by the County of Stanislaus, its officer, agents, and employees, the
7 AGENCY, its officers, agents and employees; the AGENCY JPA Board of
8 Directors shall be secondary and excess only and not contributing with insurance
9 provided under the CONTRACTOR's policies herein. This insurance shall not be
10 canceled or changed to restrict coverage without a minimum of thirty (30)
11 calendar day's written notice given to the AGENCY and the County Risk
12 Management Division. If such insurance policies have a deductible, or if a Self-
13 Insured Retention has a deductible, such deductible shall be in an amount not
14 less than ten thousand dollars (\$10,000) per occurrence unless approved by
15 Contract Administrator. For Workers' Compensation Insurance, the insurance
16 carrier shall agree to waive all rights of subrogation against the AGENCY, the
17 County, and their respective officers, officials and employees for losses arising
18 from the performance of or the omission to perform any term or condition of this
19 Agreement by the CONTRACTOR.

20
21 3. CONTRACTOR shall provide certificates of insurance on the foregoing policies
22 as required herein to the AGENCY annually, which state or show that such
23 insurance coverage has been obtained and is in full force and effect.

24
25 4. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless AGENCY
26 and the County of Stanislaus from and against all claims, damages, losses,
27 judgments, liabilities, expenses, and other costs including litigation costs and
28 attorney's fees arising out of, resulting from any negligent or wrongful act or
29 omission of CONTRACTOR or its agents, officers, or employees in connection
30 with the performance of this Agreement.

- 1 5. CONTRACTOR shall save and hold harmless AGENCY and the County of
2 Stanislaus and their officers, employees and agents, from any and all liability for
3 damages, including, but not limited to, monetary loss, judgments, orders of a
4 court, and any other detriment or liability that may arise from any injury to a
5 person or persons, and for damages to property, arising from or out of any
6 negligent or wrongful act or omission of CONTRACTOR or its agents, officers, or
7 employees in the performance of the Agreement.
8
- 9 6. CONTRACTOR's obligation to defend, indemnify, and hold the AGENCY and the
10 County of Stanislaus, and their agents, officers, and employees harmless under
11 the provisions of the paragraphs in this section is not limited to or restricted by
12 any requirement in this Agreement for CONTRACTOR to procure and maintain a
13 policy of insurance.
14
- 15 7. AGENCY agrees to defend, indemnify, save and hold harmless the
16 CONTRACTOR and its officers, employees and agents, from any and all claims,
17 damages, losses, judgments, liabilities, expenses, and other costs including
18 litigation costs and attorney's fees arising out of, resulting from, any negligent or
19 wrongful act or omission of AGENCY or its agents, officers, or employees in
20 connection with the performance of this Agreement by AGENCY or AGENCY's
21 agents, officers, or employees.
22
- 23 8. AGENCY shall save and hold harmless CONTRACTOR and its officers,
24 directors, agents, and employees, from any and all liability for damages,
25 including but not limited to, monetary loss, judgments, orders of a court, and any
26 other detriment or liability that may arise from any injury to a person or persons
27 and for damages to property arising from or out of AGENCY's promulgation of
28 official rules, regulations, or AGENCY Policies and Procedures not in existence
29 as of the date of this Agreement.
30

1 **9.2 Non-Discrimination**

2
3 AGENCY and CONTRACTOR shall abide by all Federal and State non-
4 discrimination laws regarding governmental agency contracts and sub-contracts as
5 outlined in the Non-Discrimination Statement below:
6

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

23 **SECTION 10: FISCAL REQUIREMENTS**

24
25 **10.1 General Provisions**

- 26
27 A. As compensation for services, labor, equipment, supplies and materials furnished
28 under this Agreement, CONTRACTOR may implement a fee for service program.
29
30 B. Fiscal year for reporting purposes of this Agreement will be the CONTRACTOR's
31 fiscal year.

1
2 C. CONTRACTOR shall maintain copies of all financial statements, records and
3 receipts that support and identify operations for a minimum of three (3) years from
4 the end of the reporting period to which they pertain. CONTRACTOR will provide
5 AGENCY or its designee access to all records for analytical purposes.
6

7 SECTION 11: GENERAL AGREEMENT REQUIREMENTS
8

9 **11.1 Terms of Agreement**
10

11 This Agreement is an Agreement by and between AGENCY and CONTRACTOR and is
12 not intended to and shall not be construed to create the relationship of agency, servant,
13 employee, partnership, joint venture or association.
14

15 A. Amendments or modifications to the provisions of this Agreement may be initiated
16 by any party hereto and may only be incorporated into this Agreement upon the
17 mutual consent of all Parties and must be in writing.
18

19 B. The failure of any party hereto to insist upon strict performance of any of the terms,
20 covenants or conditions of this Agreement in any one or more instances shall not
21 be construed as a waiver or relinquishment for the future of any such terms,
22 covenants or conditions, but all of the same shall be and remain in full force and
23 effect.
24

25 C. This Agreement shall not be deemed to have been made for the implied benefit of
26 any person who is not a party hereto.
27

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

1 E. Neither AGENCY nor CONTRACTOR shall assign this Agreement to another party
2 without obtaining the prior written consent of all other parties to this Agreement,
3 except should Stanislaus County withdraw from the Mountain-Valley EMS Agency
4 Joint Powers Agreement, this Agreement may be assigned to Stanislaus County or
5 their designee.

6
7 F. The terms of this Agreement shall be in full force and effect until March 31, 2024
8 beginning on the date first stated above, unless otherwise terminated or modified
9 pursuant to the terms of the Agreement or if upon written notice by either PARTY,
10 that renegotiation of the Agreement is desired.

11
12 **11.2 Termination for Cause**

13
14 Either party may terminate this Agreement at any time for cause or for Major Breach of
15 its provisions consistent with the provisions herein.

16
17 Certain conditions and circumstances shall, as determined by Contract Administrator,
18 constitute a Major Breach of this Agreement by the CONTRACTOR these conditions
19 and circumstances include, but are not limited to:

- 20
21 A. Failure of CONTRACTOR to operate its FRALS or QRV Units and emergency
22 medical services program in a manner which enables AGENCY and CONTRACTOR
23 to remain in substantial compliance with the requirements of Federal, State, and
24 local laws, rules and regulations;
- 25
26 B. Willful falsification of information supplied by CONTRACTOR in its operation of its
27 emergency medical services program, including, but not limited to, dispatch data,
28 patient reporting data, as relates to this Agreement;
- 29

- 1 C. Documented persistent failure of CONTRACTOR's employees to conduct
2 themselves in a professional and courteous manner where reasonable remedial
3 action has not been taken by CONTRACTOR;
- 4
- 5 D. Failure to substantially and consistently meet or exceed the various clinical and
6 staffing standards required herein;
- 7
- 8 E. Failure to participate in the established Quality Improvement program of the
9 AGENCY, including, but not limited to investigation of incidents and implementing
10 prescribed corrective actions;
- 11
- 12 F. Failure to maintain equipment or FRALS or QRV Units in accordance with good
13 maintenance practices.
- 14
- 15 G. Chronic or persistent failure to comply with conditions stipulated by AGENCY to
16 correct any Major Breach conditions;
- 17
- 18 H. Failure of CONTRACTOR to cooperate and assist AGENCY in the investigation or
19 correction of any Major Breach of the terms of this Agreement;
- 20
- 21 I. Failure to maintain in force throughout the term of this Agreement, including any
22 extensions thereof, the insurance coverage required herein;
- 23
- 24 J. Any willful attempts by CONTRACTOR to intimidate or otherwise punish or dissuade
25 personnel in cooperating with or reporting concerns, deficiencies, etc., to the
26 AGENCY or other oversight agency;
- 27
- 28 K. Any other willful acts or omissions of CONTRACTOR that endanger the public health
29 and safety;
- 30

1 L. Failure to timely prepare and submit the required daily, monthly, quarterly or annual
2 reporting requirements.

3
4 **11.3 Opportunity to Cure**

5
6 Prior to a Declaration of Major Breach by Contract Administrator, Contract Administrator
7 shall provide CONTRACTOR with no less than thirty (30) days advance written notice
8 citing, with specificity, the basis for Major Breach. In the event CONTRACTOR shall
9 have cured the Major Breach within such thirty (30) day period, or such longer period as
10 may be specified in the advance written notice, this Agreement shall remain in full force
11 and effect. In the event Contract Administrator reasonably deems CONTRACTOR to
12 remain in Major Breach as of the end of the notice period specified in the advance
13 written notice, Contract Administrator shall provide CONTRACTOR with a notice of
14 termination, setting forth the specific reasons Contract Administrator believes
15 CONTRACTOR remains in Major Breach and the effective date of termination, which
16 shall be no less than thirty (30) days from the date of the termination notice.

17
18 **11.4 Declaration of Major Breach**

19
20 If Major Breach has been declared by the Contract Administrator, because
21 CONTRACTOR fails to provide service as required in this Agreement or AGENCY
22 Medical Director has determined that the health and safety of the public would be
23 endangered by allowing CONTRACTOR to continue its operations, CONTRACTOR
24 shall cooperate fully with AGENCY to immediately cease providing services as defined
25 in this Agreement.

26
27 A. These provisions are specifically stipulated and agreed to by both Parties as being
28 reasonable and necessary for the protection of the public health and safety, and any
29 legal dispute concerning the finding that a Major Breach has occurred shall be
30 initiated and shall take place only after CONTRACTOR has ceased the provision of
31 services under this Agreement.

1 **11.5 Indemnification for Damages, Taxes and Contributions**

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

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

10
11 **11.6 Equal Employment Opportunity**

12
13 During and in relation to the performance of this Agreement, CONTRACTOR agrees as
14 follows:

15
16 A. CONTRACTOR shall not discriminate against any employee or applicant for
17 employment because of race, color, religion, national origin, ancestry, physical or
18 mental disability, medical condition (cancer related), marital status, sexual
19 orientation, age, veteran status, gender, pregnancy, or any other non-merit factor
20 unrelated to job duties. Such action shall include, but not be limited to the following:
21 recruitment, advertising, layoff or termination, rates of pay or other forms of
22 compensation, and selection for training (including apprenticeship), employment,
23 upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous
24 places, available to employees and applicants for employment, notice setting forth
25 the provisions of this non-discrimination clause.

26
27 B. CONTRACTOR shall, in all solicitations or advertisements for employees placed by
28 or on behalf of CONTRACTOR, state that all qualified applicants will receive
29 consideration for employment without regard to race, color, religion, national origin,
30 ancestry, physical or mental disability, medical condition (cancer related), marital

1 status, sex, sexual orientation, age, veteran status, or any other non-merit factor
2 unrelated to job duties.

3
4 C. In the event of CONTRACTOR's non-compliance with the non-discrimination
5 clauses of this Agreement or with any of the said rules, regulations, or orders
6 CONTRACTOR may be declared ineligible for further agreements with AGENCY.

7
8 **11.7 Independent Contractor Status**

9
10 CONTRACTOR is an independent contractor and not an employee of AGENCY or
11 Stanislaus County. CONTRACTOR is responsible for all insurance (workers
12 compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not
13 entitled to any employee benefits. AGENCY agrees that CONTRACTOR shall have the
14 right to control the manner and means of accomplishing the result contracted for herein.

15
16 **11.8 Entire Agreement**

17
18 This Agreement and the exhibits attached hereto constitute the entire Agreement
19 between AGENCY and CONTRACTOR and supersedes all prior discussions and
20 negotiations, whether oral or written. Any amendment to this Agreement, including an
21 oral modification supported by new consideration, must be reduced to writing and
22 signed by authorized representatives of both parties before it will be effective.

23
24 **11.9 Binding on Successors**

25
26 This Agreement ensures to the benefit of, and is binding on, the parties and their
27 respective heirs, personal representatives, successors and assigns.

1 **11.10 Captions**

2
3 The captions heading the various sections of this Agreement are for the convenience
4 and shall not be considered to limit, expand or define the contents of the respective
5 sections. Masculine, feminine or neuter gender, and the singular and the plural number
6 shall each be considered to include the other whenever the context so requires.
7

8 **11.11 Controlling Law**

9
10 This Agreement shall be interpreted under California law and according to it fair
11 meaning and not in favor of or against any party.
12

13 **11.12 Miscellaneous**

- 14
15 A. There shall be no reimbursement from the AGENCY or Stanislaus County for
16 services provided pursuant to this Agreement except as provided pursuant to
17 separate agreements.
18
19 B. AGENCY agrees that all AGENCY Policies, Procedures and Protocols adopted by
20 it shall be consistent with applicable state and federal laws.
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IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:


ATTEST:

APPROVED:

CITY OF PATTERSON FIRE
DEPARTMENT

MOUNTAIN-VALLEY EMS AGENCY


By: Jeffrey Gregory
Title: Fire Chief


By: Lance Doyle
Title: Executive Director

Date: 1-26-2021

Date: 2-10-21

SECTION 12: EXHIBITS

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Exhibit A
Fire Department/District Response Area Map
(Next Page)

Exhibit B

SR911 Policy 801- Dispatch Criteria



SCOTTY DOUGLASS, EXECUTIVE DIRECTOR

EMS POLICIES AND PROCEDURES

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

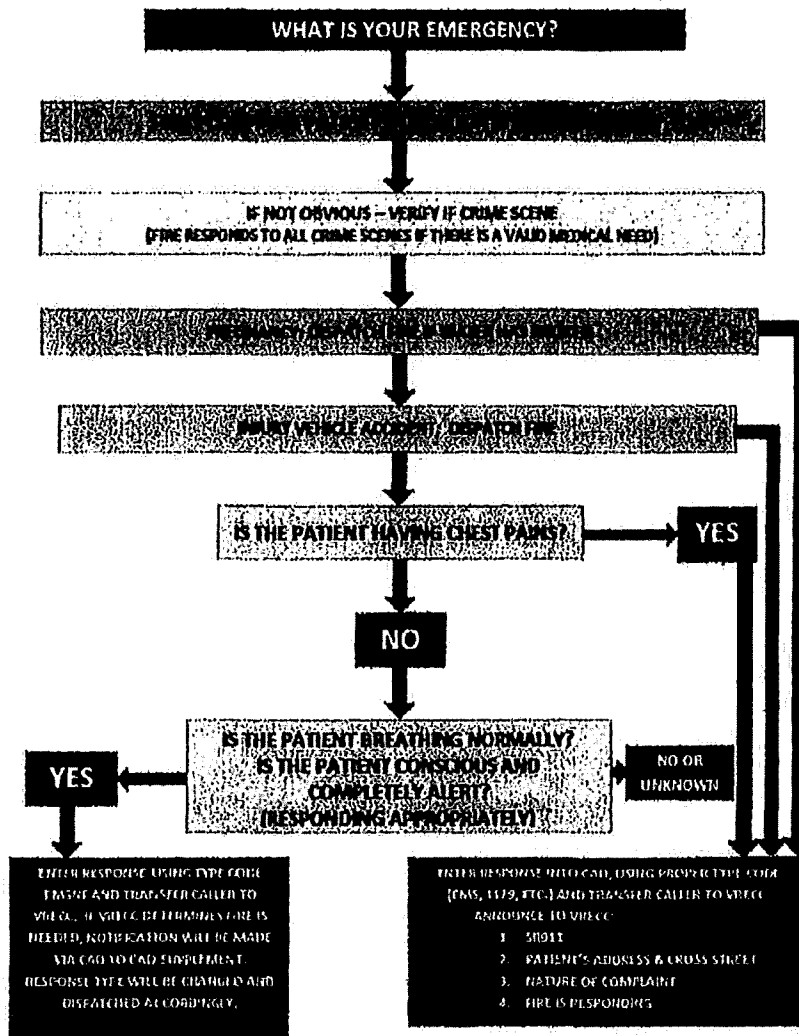
3755 Olds Road
Medford, CA 95541

www.sr911.org

Telephone: (209) 682-2811
Fax: (209) 682-2851



POLICY AND PROCEDURE 801 – EMS CALL ENTRY



3705 Oakdale Road
Modesto, CA 95367

www.sr911.org

Telephone: (209) 552-3900
Fax: (209) 552-3950

1
2

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:

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Exhibit D
Reporting Requirements

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QUARTERLY REPORT

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

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1. Unit deployment to include:
 - Number of FRALS Units deployed
 - Number of QRV Units deployed
 - Location of crews quarters
 - Strategies that enhance system performance
 2. List of pre-hospital service complaints received and disposition or resolution
 3. Community education provided
 4. Internal unusual occurrence reports or sentinel event
 5. FRALS or QRV Unit replacement report or major repair
 6. Change in the lien holder; transfer of ownership; or purchase or sale of FRALS and QRV units
 7. Number and circumstances of response time non-compliance as well as corrective actions taken for improvement

ANNUAL REPORT

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

1. QI Annual Update – also include:
 - Infrequent Skill Competency Review Compliance
2. In-Service Training provided to Paramedic Staff
3. New Paramedic Employee List

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Exhibit E

BLS/ALS First Responder Agreement

CONTRACTOR will receive services provided by Del Puerto Health Care District, dba Patterson District Ambulance for delivering performance-based EMT and Paramedic level first responder services upon agreeing to requirements as indicated in this Addendum.

First Responder Reimbursement

CONTRACTOR shall receive all benefits as outlined in the **Cooperative Services Agreement Between The City of Patterson (Fire Department) and Del Puerto Health Care District, DBA Patterson District Ambulance**, dated April 17, 2020 for all qualified medical responses. 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.

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 A 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 Responder Response Standard	First Time	Ambulance Fire Responder Agreement	with First	Ambulance without Agreement	Fire
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. The calculation of response time shall begin at the time the following information, at a
21 minimum, is assigned to the first qualified fire unit that arrives on scene or is cancelled enroute:
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

1 Response Time Corrections and Exemptions

2 A. Contractor shall file a request for each desired Response Time correction or Exemption on a
3 monthly basis with MVEMSA via the FirstWatch Online Compliance Utility (OCU) within 15
4 days of the end of the previous month. Such request shall include the date, the time, and the
5 specific circumstances causing the delayed response. The MVEMSA Executive Director or
6 her/his designee shall grant or deny Exemptions to performance standards and shall so advise
7 the Contractor. The MVEMSA Executive Director or her/his designee will respond to time
8 correction requests utilizing the OCU. The burden of proof that there is good cause for the
9 correction or the exemption request shall rest with the Contractor. Contractor may request
10 Response Time Correction(s) of arrival at scene time(s). In incidents when the assigned crew
11 fails to report their arrival at scene, the time of the next radio communication from the crew or
12 other at scene personnel to dispatch that indicates that the ambulance has already arrived at
13 the scene shall be used as the arrival at scene time. Alternatively, at scene time may be
14 validated by CAD timestamp or Geographic Positioning System (GPS) based on Automatic
15 Vehicle Location (AVL) technology.

16
17 B. Each request for service located within the Contractor's assigned response area shall be
18 included. In some cases, late and specified other responses will be exempted from Response
19 Time compliance calculations and financial penalties. These Exemptions will be for good
20 cause only, as reasonably determined by MVEMSA in its sole discretion. The burden of proof
21 that there is good cause for the Exemption shall rest with the Contractor. Contractor may
22 request that a response be exempted from the calculation of Response Time Standards, if
23 that call meets the criteria defined below. Contractor shall file a request for each desired
24 Response Time Exemption on a monthly basis with MVEMSA via the OCU within 15 days of
25 the end of the previous month. Such request shall include the date, the time, and the specific
26 circumstances causing the delayed response. MVEMSA Executive Director or her/his
27 designee shall grant or deny exemptions to performance standards and shall so advise the
28 Contractor. The MVEMSA Executive Director or her/his designee will respond to Exemption
29 requests utilizing the OCU.
30

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

14
15 1. Examples of Exemptions include, but are not limited to:

- 16 a. Inclement weather conditions which impair visibility or create other unsafe driving
17 conditions;
18 b. Wrong address provided by the requesting party;
19 c. Unavoidable delay caused by road construction;
20 d. Restricted roadway access;
21 e. Dispatch error;
22 f. Contractor providing mutual aid to other fire agencies.
23 g. All other exemption requests shall be for good cause only, as determined by the
24 MVEMSA. Exemptions shall be considered on a case-by-case basis. The burden of
25 proof that there is good cause for an exemption shall rest with the Contractor, and the
26 Contractor must have acted in good faith. The alleged good cause must have been a
27 substantial factor in producing the excessive response time.

28
29 D. Contractor shall maintain sufficient resources to achieve the specified Response Time
30 standards. Contractor shall be responsible for prudent and reasonable planning and action
31 related to system deployment. This may include, but is not limited to, deploying additional
32 unit hours for holidays, special events, and weather-related emergencies, including periods
33 of excessive heat or cold, or other weather related anomalies, to accommodate related
34 additional workload.

35
36 Response Time Reporting Requirements

37 A. Response Time performance reporting requirements and documentation of incident time shall
38 include, but is not limited to:

- 39 1. Time call received by dispatch from PSAP;
40
41 2. Time crew assigned;
42

1 3. Time en-route to scene;

2
3 4. Arrival at scene time;

4
5 B. These reporting requirements may change. MVEMSA agrees to meet and confer with
6 Contractor over such changes.

7
8 Response Time Liquidated Damages

9 A. It is the goal of AGENCY to deliver the contractual response time standards to all incidents
10 ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of
11 individual deviations of response times is built into the Response Time measures. A
12 measurement period is defined as any complete month, or accumulation of months in which
13 the total number of calls in a response area equals or exceeds 250 calls.

14
15 B. Contractor is expected to maintain a minimum compliance of 90% monthly in each Response
16 Time Zone.

17
18 C. 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 1. Contractor agrees to conduct and participate in a process review study to identify causes
32 and opportunities to reduce the number of Extended Responses.

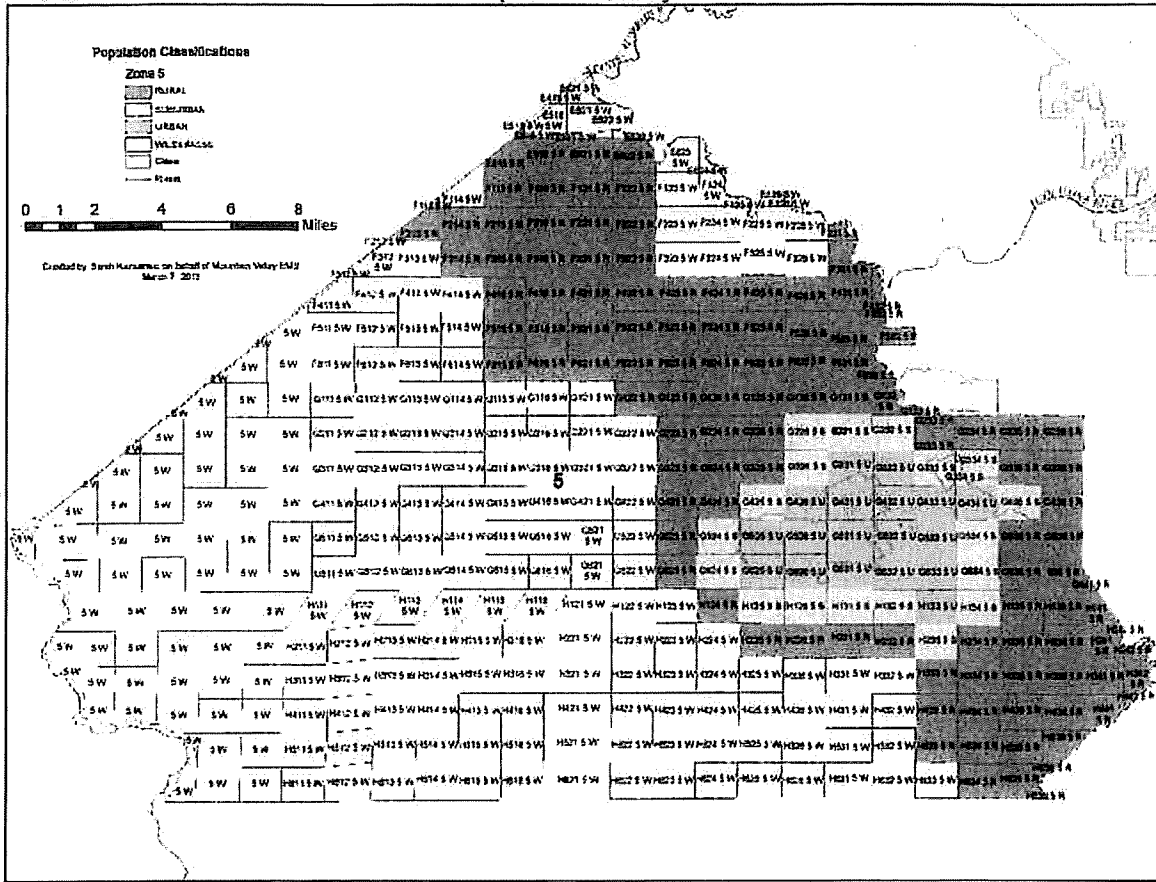
33
34 2. In consultation with MVEMSA, Contractor agrees it will utilize available resources and
35 technology that do not unreasonably impact Contractor's cost or revenue to implement all
36 process review study recommendations.

37
38 3. Contractor agrees to conduct 100% review (Clinical and Operations) on Extended
39 Response calls.

40
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.

EXHIBIT F: STANISLAUS COUNTY EOA RESPONSE ZONE 5

2010 Population Density: Zone 5



Zone 5 is in northwestern Stanislaus County encircling the City of Patterson. 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 San Joaquin County at the San Joaquin River, the line proceeds southwesterly along the county line; then southerly along the county line approximately 3 miles southeast of the point where Del Puerto Canyon Road leaves the county; then easterly to a point on Highway 33 at Anderson Road; then northwesterly along Highway 33 to J.T Crow Road; then northeasterly along J.T. Crow Road/L.B. Crow Road to the San Joaquin River; then northerly along the San Joaquin River to Carpenter Road; then northerly along Carpenter Road to Monte Vista Avenue; then westerly along Monte Vista Avenue to Jennings Road; southerly along Jennings Road to West Main; westerly along West Main to the San Joaquin River; northerly along the San Joaquin River to Del Puerto Creek; from Del Puerto Creek to the juncture of Keyes Road and Laird Road; northerly along Laird Road to Grayson Road; westerly on Grayson Road to a point west of Broyle Road; northerly to the Tuolumne River; northwesterly along the Tuolumne River to its confluence with the San Joaquin River; then northwesterly along the San Joaquin River to the County line.

Demographic Zone Grid Description

Urban – G331 – G332, G426-G434, G525-G533, G625 – G633, H133

1 **Suburban** –G226 – G232, G326, G333 - G334, G425, G435, G524, G534, G624, G634, H125
2 –H132, H134, H233

3 **Rural** – E615 - E622, F115 – F122, F213 - F222, F231, F314-F322, F331 – F332, F415-F432,
4 F515 – F532, F615-F632, G122-G132, G223- G225, G233 -G236, G323 – G325, G335 - G336,
5 G423 – G424, G436, G523, G535 - G536, G623, G635-G641, H124, H135 - H141, H225 –
6 H232, H234 – H242, H333-H342, H433 - H442, H533 – H541, H634 - H636

7 **Wilderness** – E416 - E421, E515 - E522, E614, E623 – E624, F113 – F114, F123 – F125,
8 F212, F223 – F226, F311-F313, F323-F326, F410-F414, F509-F514, F608- F614, G107-G121,
9 G206-G222, G305-G322, G404-G422, G505 – G522, G605- G622, H106 – H123, H205 –
10 H224, H305 –H332, H406- H432, H508-H532, H608 - H633
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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.