

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.

BURBANK PARADISE FIRE DISTRICT

By: *Peter Golling* Date: 12/19/2025
Peter Golling (Dec 19, 2025 15:11:32 PST)
Name: Peter Golling
Title: Fire Chief

STANISLAUS COUNTY EMS AGENCY

Signed: *Chad R. Braner* Date: 12/29/2025
Chad R. Braner (Dec 29, 2025 14:54:30 PST)
Name: Chad R. Braner
Title: Director

APPROVED AS TO FORM


Signed: *Robert J. Taro* Date: 12/18/2026
Name: Robert J. Taro
Title: Assistant County Counsel,
Stanislaus County

29


SIGNATURE PAGE

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

BURBANK PARADISE FIRE DISTRICT


By:  Date: 09/10/2025
Name: Peter Golling (Sep 10, 2025 11:45:44 PDT)
Title: Fire Chief

STANISLAUS COUNTY EMS AGENCY

Signed:  Date: 09/10/2025
Name: Chad R. Braner
Title: Director

APPROVED AS TO FORM

Thomas E. Boze, County Counsel


Signed:  Date: 09/09/2025
Name: Thomas Boze (Sep 9, 2025 15:07:43 PDT)
Title: Deputy County Counsel

29

SIGNATURE PAGE

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


BURBANK PARADISE FIRE DISTRICT

By:  Digitally signed by 95d285c1-
b864-4e29-8077-96d340953b49
Date: 2025.06.18 11:17:41
-07'00' Date: 06/18/2025

Name: Peter Golling

Title: Fire Chief

STANISLAUS COUNTY EMS AGENCY

Signed:  Digitally signed by Chad
Braner
Date: 2025.06.18
11:38:05 -07'00' Date: 06/18/2025

Name: Chad R. Braner

Title: Director

**BURBANK PARADISE FIRE DISTRICT AND COUNTY OF STANISLAUS
EXTENSION TO FIRST RESPONDER BASIC LIFE SUPPORT AGREEMENT**

This Extension of the First Responder Basic Life Support Agreement (the “**Extension**”) is entered into as of January 1, 2025 (the “**Effective Date**”) by and between Burbank Paradise Fire District (“**Contractor**”) and County of Stanislaus (“**Agency**”).

RECITALS

Contractor and Mountain Valley Emergency Medical Services Agency entered into a First Responder Basic 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 Basic Life Support provider (the “**Agreement**”). The Agreement is set to expire by its terms on December 31, 2024.

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

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

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

[Signatures on following page]


SIGNATURE PAGE

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

BURBANK-PARADISE FIRE DISTRICT

Signed: Peter Golling Digitally signed by Peter Golling
Date: 2025.01.13 18:36:56
-08'00' Date: 01/13/2025
Name: Peter Golling
Title: Fire Chief

STANISLAUS COUNTY EMS AGENCY

Signed:  Date: Apr 9, 2025
Name: Chad R. Braner
Title: Director

**ASSIGNMENT OF AGREEMENT CONCERNING
FIRST RESPONDER BASIC 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 Burbank-Paradise Fire District ("Contractor"), effective January 1, 2020 (the "Contract"). A copy of the Contract is attached as **Exhibit A** and incorporated by reference. The effective date and time of this assignment is July 1, 2022, at 12:00 a.m.

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

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

COUNTY OF STANISLAUS


MOUNTAIN VALLEY EMERGENCY
MEDICAL SERVICES AGENCY


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

By:  6/28/22
Cindy Murdaugh
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By: 
Derek P. Cole
General Counsel

ACKNOWLEDGEMENT

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

By: _____

Title: _____

Exhibit A

ORIGINAL AGREEMENT - 01/01/2020 TO 12/31/2024
FIRST AMENDMENT 01/01/2020
SECOND AMENDMENT
FIRST RESPONDER BASIC LIFE SUPPORT (FR-BLS) AGREEMENT
BETWEEN MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY
AND
BURBANK-PARADISE FIRE DISTRICT

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

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


1. Section 3.1. Response Time Liquidated Damages: Section A to read: "It is the goal of AGENCY to deliver the contractual response time standards to all incident's ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of individual deviations of response times is built into the Response Time measures. A measurement period is defined as any complete month, or accumulation of months in which the total number of calls in a response area equals or exceeds 250 calls."
2. Section 3.1. Calculation of Response Times: Section A to read: "The calculation of response time shall begin at the time the following information, at a minimum, is assigned to the first qualified fire unit that arrives on scene or is cancelled enroute."
3. Section 3.1. Response Time Corrections and Exemptions: The following to be added:
C.1.g. Contractor providing mutual aid to other fire agencies.
4. Section 3.1. Response Time Liquidated Damages: Sub-sections C, D, E and F are deleted from the Agreement.
5. Section 3.1. Payments and Use of Liquidated Damages: This section is deleted in its entirety.
6. Section 3.1. Equipment Resupply: To read, "CONTACTOR may submit a resupply order with AMR for disposable medical supplies (excluding narcotics) utilized in the course of patient care. AMR will fulfill the order within a timely manner and will deliver supplies to CONTRACTOR'S designated location. The CONTRACTOR and AMR shall mutually agree upon a monthly resupply process.

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

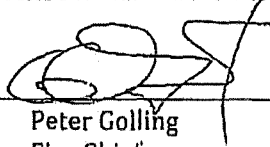
If there is any conflict or inconsistency between this Amendment and the Agreement, the provisions of this Amendment shall control. Except as otherwise modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

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

Mountain-Valley EMS Agency

By: 
Lance Doyle
Title: Executive Director

Burbank-Paradise Fire District

By: 
Peter Golling
Title: Fire Chief

Date: 12-9-2020

Date: 12/1/2020

ORIGINAL AGREEMENT – 01/01/2020 TO 12/31/2024
ADDENDUM
FIRST RESPONDER BASIC LIFE SUPPORT (FR-BLS) AGREEMENT
BETWEEN THE MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY
AND
BURBANK-PARADISE FIRE DISTRICT

THIS ADDENDUM TO AGREEMENT ("*Addendum*") is made effective January 1, 2020, by and between the Mountain-Valley EMS Agency, hereinafter referred to as "Agency," and Burbank-Paradise Fire District, hereinafter referred to as "Contractor."

This Addendum modifies the First Responder Basic Life Support Agreement between the parties dated January 1, 2020 (the "*Agreement*"). For good and valuable consideration, the parties agree that said Agreement is

1. **Section 7.1 Insurance.** Section 7.1 Insurance, Subsection, A Insurance and Indemnification, 1. Without limiting the County of Stanislaus or the AGENCY's right to obtain indemnification from the CONTRACTOR or any third parties, subject to the CONTRACTOR's right to seek subrogation for indemnification paid to the County of Stanislaus and AGENCY under the Agreement and to the extent such indemnification is paid pursuant to this paragraph, the CONTRACTOR at their sole cost and expense, shall obtain, maintain, and comply with, at a minimum the following insurance coverage as currently in place at the time of this agreement. Such insurance shall be occurrence based or claims made with tail coverage or shall be in a form and format acceptable to Stanislaus County Counsel and Stanislaus County Risk Management.
 - a. General Liability: \$1,000,000 per occurrence/\$3,000,000 general aggregate
 - b. Automobile: \$1,000,000 per accident
 - c. Management Liability: \$1,000,000 per occurrence/\$3,000,000 aggregate


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

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

Mountain-Valley EMS Agency

Burbank-Paradise Fire District

By:  _____

By:  _____

Title: Executive Director

Title: Fire Chief

Date: 12-23-19

Date: 12-23-19



**FIRST RESPONDER BASIC LIFE SUPPORT (FR-BLS) AGREEMENT
WITH BURBANK-PARADISE FIRE DISTRICT**

IN

STANISLAUS COUNTY

January 1, 2020

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

5
6 RECITALS OF AUTHORITY
7
8

9 **Whereas**, pursuant to California Health and Safety Code, Section 1797.200, the County of
10 Stanislaus has designated the AGENCY to be the local Emergency Medical Services (EMS) Agency.

11
12 **Whereas**, CONTRACTOR desires to participate in an AGENCY basic life support (BLS) program
13 in which it will be reimbursed for certain services it provides.

14
15 **NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:**

16
17 SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS
18

19 **1.1 Contract Administration**
20

21 The Agency Executive Director shall serve as the Contract Administrator, and shall represent the County
22 in all matters pertaining to this Agreement and shall administer this Agreement on behalf of the County.
23 The Contract Administrator or his/her designee may:

- 24
25 A. Monitor the CONTRACTOR's EMS service delivery for compliance with standard of care as defined
26 through law, medical protocols, and policies; and
27
28 B. Provide technical guidance, as the Contract Administrator deems appropriate.
29

30 **1.2 Term of Agreement**
31

32 The term of this Agreement shall commence at 0001 on January 1, 2020 and terminate at 2400 hours on
33 December 31, 2024 unless terminated earlier pursuant to the terms and conditions of this Agreement.
34
35
36
37
38

1 **1.3 Contract Response Area**

2
3 All requirements described in this Agreement apply to the boundaries of the Burbank-Paradise Fire
4 District (Exhibit C) as any mutual or automatic aid within Stanislaus County, which specify the provision of
5 first responder basic life support (FRBLS) service during the term of this Agreement.
6

7 All of the following requests for emergency medical services originating in areas as noted above shall be
8 referred to the CONTRACTOR, and CONTRACTOR shall provide all FRBLS Services as follows:
9

- 10 A. Made in response to 9-1-1/Public Service Answering Point (PSAP) requests that meet the dispatch
11 criteria as identified in Exhibit A.
12
13 B. Made in response to requests for mutual aid or responses by an authorized 9-1-1/PSAP.
14

15 **1.4 Notices**

16
17 All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either
18 party desires or is required to give to the other party or any other person shall be in writing and either
19 personally delivered or sent by prepaid postage, first class mail. Notices shall be addressed as appears
20 below for each party, provided that if either party gives notice of a change of name or address, notices to
21 the giver of that notice shall thereafter be given as demanded in that notice.
22

CONTRACTOR: Peter Golling,
Fire Chief, Burbank-Paradise Fire District
1313 Beverly Dr.
Modesto, CA 95351

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

1 SECTION 2: ROLES AND RESPONSIBILITIES

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

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

9
10 **2.2 Contractor's Functional Responsibilities**

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

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

18
19 1. Clinical performance must be consistent with approved medical standards and protocols.
20 The conduct and appearance of the CONTRACTOR's personnel must conform to
21 CONTRACTOR's personnel policy at all times . Services and care delivered must be evaluated by
22 the CONTRACTOR's internal quality improvement program and as necessary, through the
23 AGENCY's quality improvement program in order to improve and maintain effective clinical
24 performance, to detect and correct performance deficiencies and to continuously upgrade the
25 performance and reliability of CONTRACTOR's services. Clinical performance must be extremely
26 reliable, with equipment failure and human error held to a minimum through constant attention to
27 performance, protocol, procedure, performance auditing, and prompt and appropriate corrective
28 action. This Agreement requires the highest levels of performance and reliability, and mere
29 demonstration of effort, even diligent and well-intentioned effort, shall not substitute for
30 performance results. If the CONTRACTOR fails to perform to the Agreement standards,
31 CONTRACTOR may be found to be in Major Breach of its Agreement in order to protect the public
32 health and safety.

- 33
34 B. Provide all FRBLS units and equipment that are necessary for the provision of services required
35 under this Agreement;

- 36
37 C. Furnish supplies and replacements for those used by the CONTRACTOR's personnel;

- 1
2 D. Comply with all training requirements established by the State of California;
3
4 E. Comply with EMS Agency policies and procedures applicable to FRBLS services;
5
6 F. Submit, in a timely manner, reports, which are supported by documentation or other verifiable
7 information, as required by the AGENCY;
8
9 G. Respond to AGENCY inquiries about Unusual Occurrence Reports and reports of investigation
10 within 10 calendar days of notification;
11
12 H. Notify the AGENCY within 108-hours of all incidents in which the CONTRACTOR's personnel
13 fail to comply with protocols and/or contractual requirements in accordance with Section 6.3 of
14 this Agreement; and
15
16 I. CONTRACTOR assumes full responsibility for pre-hospital emergency medical response and
17 care provided by CONTRACTOR's agency.
18
19

20 SECTION 3: OPERATIONS

21 **3.1 FR-BLS First Responder Services**

22
23
24 CONTRACTOR will receive monthly payments from AGENCY funded by American Medical
25 Response West (AMR) for delivering performance-based EMT level FRBLS within AMR's Exclusive
26 Operating Area.
27

28 **First Responder Reimbursement**

29
30 The reimbursement rate per CONTRACTOR response services participating in this agreement shall
31 be \$17.00 per qualified EMT level response. A qualified response is a request for a fire response in
32 accordance with Stanislaus Regional 911 (SR911) Policy 801, dated 10-25-17, or a request for a fire
33 response by Valley Regional Emergency Communications Center (VRECC). Any revision to SR911
34 Policy 801 (Exhibit A) that changes the triage protocol shall not be considered a qualified response
35 unless authorized by the AGENCY Medical Director. Reimbursement is paid per incident, regardless
36 of the number of fire assets dispatched to the call.
37

1 Additional Requirements

- 2
- 3 A. Fire services interested in participating in this arrangement shall agree to:
- 4 1. Meet Response Times as outlined below
- 5 2. Assess all patients and begin treatments according to Agency protocol
- 6 3. Reduce incoming FRBLS ambulance to Code 2, if emergency response is unnecessary
- 7 4. Complete an electronic patient care record (eCPR) on all medical responses (NFIRS
- 8 report for volunteer agencies)
- 9 5. Perform patient release at scene/Against Medical Advice in accordance with AGENCY
- 10 policy.
- 11 6. Participate in AGENCY quality improvement program including FirstPass
- 12 7. Participation in First Watch surveillance platform
- 13
- 14 B. CONTRACTOR may increase the level of service from EMT to Paramedic/ALS(certification
- 15 level) under this agreement only with the approval of the Agency Medical Director.
- 16

17 Response Time Areas

- 18 A. Response Time Areas may be modified by the AGENCY based upon updated population or
- 19 census data in collaboration with the Emergency Medical Services Committee (EMSC).
- 20
- 21 B. There are four (4) types of Response Time Areas depicted graphically in Exhibit B by square
- 22 grids;
- 23 1. Urban – 7:00 minute response time standard;
- 24 2. Suburban – 11:00 minute response time standard;
- 25 3. Rural – 19:00 minute response time standard;
- 26 4. Wilderness – best effort response time standard
- 27
- 28 C. The Stanislaus County EMS System is a tiered first responder system consisting of emergency
- 29 medical response (MR) volunteer fire departments, EMT fire departments and advanced life
- 30 support (ALS) fire departments. The chart below demonstrates response time requirements for
- 31 each type of fire first response agency. Response times shall be in whole minutes with seconds.
- 32

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

Response Time Management

- A. Dispatch computer-aided 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 medical service requests

1 from SR911 located within the fire district boundary. Contractor shall deploy resources in a
2 manner consistent with this goal.

3
4 C. Each incident is a separate response.

5
6 D. Each incident will be counted as a single response regardless of the number of units that are
7 utilized.

8
9 E. The Response Time of the Contractor's first arriving emergency ambulance will be used to
10 compute Contractor's Response Time for that incident. This includes ambulance response from
11 an entity requested to provide Mutual Aid for the Contractor.

12
13 Calculation of Response Times

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

- 16 1. Call priority;
17 2. Exact address or descriptive location such as building or landmark;
18 3. If no fire resource is available at the time that the dispatcher is ready to dispatch a
19 unit, the Response Time shall begin at the time that the dispatcher notes in
20 the automated dispatch system record that no unit is available.

21
22 B. Calculation of Response Time shall stop when:

- 23 1. The assigned apparatus notifies dispatch that it is "at-scene," or
24 2. In the instance of a response to an apartment or business complex, or mobile home
25 park, when the unit enters the complex; or
26 3. In the event "staging" is necessary for personnel safety, at the time the assigned
27 apparatus arrives at the staging area, or;
28 4. At the time that dispatch notifies the assigned apparatus to cancel its response.

29
30 C. In incidents when the assigned apparatus crew fails to report their arrival at scene, the time of
31 the next radio communication from the crew or other at scene personnel to dispatch that
32 indicates that the apparatus has already arrived at the scene shall be used as the arrival at
33 scene time. Contractor may also validate at scene time by MDT time stamp as documented in
34 CAD, AVL or radio recording play back.

1 D. Calculating Response Times - Changes in Call Priority:

2 Response Time calculations to determine compliance with Agreement standards and penalties for
3 non-compliance shall be as follows:

- 4 1. Downgrades – If a call is downgraded to a lower priority prior to the crew’s arrival at the
5 scene, Contractor’s compliance and penalties will be calculated based on whether the higher
6 priority Response Time standard has been exceeded at the time of the downgrade.
7
- 8 2. Upgrades – If a call is upgraded or there is more than one priority change associated with a
9 given incident prior to crew’s arrival at scene, Contractor shall be deemed compliant and not
10 subject to penalties, provided the upgrade or change in priority does not occur after the
11 passage of the lower priority Response Time threshold.
12
- 13 3. Reassignment En-route – If an apparatus is reassigned en-route or turned around prior to
14 arrival at scene (e.g., to respond to a higher priority request), compliance and penalties will
15 be calculated based on the Response Time standard applicable to the assigned priority of the
16 initial response. The Response Time clock will not stop until the arrival of an apparatus at
17 scene from which the apparatus was diverted.
18
- 19 4. Canceled Calls – If an assignment is canceled prior to the crew’s arrival at scene, compliance
20 and penalties will be calculated based on the elapsed time from assigned to the time the call
21 was canceled.
22

23 Response Time Corrections and Exemptions

- 24 A. Contractor shall file a request for each desired Response Time correction or Exemption
25 on a monthly basis with AGENCY via the FirstWatch Online Compliance Utility (OCU)
26 within 15 days of the end of the previous month. Such request shall include the date, the
27 time, and the specific circumstances causing the delayed response. The AGENCY
28 Executive Director or her/his designee shall grant or deny Exemptions to performance
29 standards and shall so advise the Contractor. The AGENCY Executive Director or
30 her/his designee will respond to time correction requests utilizing the OCU. The burden
31 of proof that there is good cause for the correction or the exemption request shall rest
32 with the Contractor.
- 33 B. Contractor may request Response Time Correction(s) of arrival at scene time(s). In
34 incidents when the assigned crew fails to report their arrival at scene, the time of the next
35 radio communication from the crew or other at scene personnel to dispatch that indicates
36 that the ambulance has already arrived at the scene shall be used as the arrival at scene

1 time. Alternatively, at scene time may be validated by CAD timestamp or Geographic
2 Positioning System (GPS) based on Automatic Vehicle Location (AVL) technology.

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

17
18 1. Examples of Exemptions include, but are not limited to:

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

31
32 D. Contractor shall maintain sufficient resources to achieve the specified Response Time
33 standards. Contractor shall be responsible for prudent and reasonable planning and action
34 related to system deployment.

1 Response Time Reporting Requirements

2 Response Time performance reporting requirements and documentation of incident time shall
3 include, but is not limited to:

- 4 1. Time call received by dispatch from PSAP;
5 2. Time crew assigned;
6 3. Time en-route to scene;
7 4. Arrival at scene time;

8
9 These reporting requirements may change. AGENCY agrees to meet and confer with Contractor
10 over such changes.

11 Response Time Liquidated Damages

- 12
13 A. It is the goal of AGENCY to deliver the contractual response time standards to all incident's
14 ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of
15 individual deviations of response times is built into the Response Time measures.
16
17 B. Contractor is expected to maintain a minimum compliance of 90% monthly in each Response
18 Time Zone.
19
20 C. Contractor understands and agrees that the failure to comply with any time, performance or
21 other requirements in this Agreement will result in damage to AGENCY and the County and
22 that it will be impractical to determine the actual amount of damage whether in the event of
23 delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the
24 Contractor and AGENCY agree to the liquidated damages specified in this Agreement. It is
25 expressly understood and agreed that the liquidated damages amounts are not to be
26 considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the
27 damages to the County.
28
29 D. Contractor shall pay liquidated damages to AGENCY each and every month that Contractor
30 fails to attain response time compliance of at least ninety percent (90%) in each Response
31 Time Compliance Zone. Liquidated damages paid by the Contractor for each Response
32 Time Compliance Zone in which it fails to maintain the requisite compliance shall be as
33 follows:

89-89.99 %	\$350
88-88.99%	\$525

87-87.99%	\$875
86-86.99%	\$1,400
85-85.99%	\$2,100
<85 %	\$2,800

E. Contractor shall pay liquidated damages to AGENCY for each and every incident to which it has an Extended Response Time, unless exempted by AGENCY. An Extended Response Time is defined as failing to meet the required response time associated with an incident by ten (10) or more minutes (ie., greater than a 17 minute response in an Urban zone with a 7 minute response time standard. Liquidated damages paid by the Contractor for each Extended Response Time shall be as follows:

Response time elapsed in excess of requirement	10-15 min	\$175
	>16 min	\$260

F. Furthermore, Contractor shall pay liquidated damages to AGENCY of \$25 for each incident in which Contractor's crew fails to report an at-scene time which is not verifiable by verbal radio traffic, CAD timestamp or Geographic Positioning System (GPS) based Automatic Vehicle Location (AVL) technology playback. If another fine is applied to the individual incident this fine will not be applied.

G. Other Repercussions:

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

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

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

1
2 2. In consultation with AGENCY, Contractor agrees it will utilize available resources and
3 technology that do not unreasonably impact Contractor's cost or revenue to
4 implement all process review study recommendations.

5
6 3. Contractor agrees to conduct 100% review (Clinical and Operations) on Extended
7 Response calls.

8
9 Notwithstanding the foregoing, Contractor shall not be entitled to a cure opportunity under
10 this Paragraph if it has previously been afforded two such cure opportunities during the
11 preceding three years.

12
13 Payments and Use of Liquidated Damages:

14 A. AGENCY will make the final liquidated damage determination based on this section and
15 will inform the Contractor of the incidents and damages incurred on a monthly basis.
16 Contractor shall pay AGENCY all liquidated damages within 30 days of receipt of the
17 notification. The Contractor will pay all assessments to the Stanislaus County EMS
18 System Enhancement Fund.

19
20 B. Liquidated Damages collected will be utilized in accordance with AGENCY policy 951.20,
21 Stanislaus County EMS System Enhancement Funds.

22
23 Payment of First Responder Fees

24 AGENCY will calculate and administer payments due to CONTRACTOR under this Addendum on a
25 monthly basis and will invoice American Medical Response. The timeline for payment calculation,
26 invoicing and disbursement of funds received will be in accordance with the following table. First
27 responder reimbursement relies on compliance monitoring through a functional SR911/Authorized
28 Medical Dispatch Center CAD to CAD link or other technology capable of providing compliance
29 monitoring and approved by AGENCY. Upon the Effective Date of this Agreement, compliance
30 monitoring for payment will be based on the current technology in place for such monitoring. AGENCY
31 and CONTRACTOR will work diligently and in good faith to minimize any potential delay in
32 reimbursement payment and in implementing any future technology for compliance monitoring. In no
33 case will MVEMSA disburse payment to CONTRACTOR without first receiving invoiced funds from
34 American Medical Response:
35

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

1
2 **Equipment Resupply**

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

14
15 **3.2 Dispatch and Communication Requirements**

- 16
17 A. CONTRACTOR shall obtain, install, and maintain in CONTRACTOR's FR-BLS units all such
18 communications equipment to be necessary for the effective and efficient dispatch of FR-BLS
19 Units. Subject to applicable laws and the permission of the relevant agencies, the equipment shall

1 allow effective and efficient communication with Public Safety Agencies, ambulance providers, and
2 air ambulance service providers.

3
4 B. CONTRACTOR shall be financially responsible for installation; purchase/rental and maintenance of
5 communication equipment provided in section 3.3 of this agreement.

6
7 C. CONTRACTOR will work with AGENCY to facilitate their Authorized Dispatch Center's provision of
8 daily electronic data submission in conformance with "Agency Policy 620.30 – Provider Agency Data
9 Requirements.

10 11 **3.3 Equipment and Supplies**

12
13
14 A. **FR-BLS Unit Failure** – In each instance of an FR-BLS Unit failure on an EMS call resulting in the
15 inability to continue the response, CONTRACTOR shall submit an Unusual Occurrence Report
16 within 72-hours which at a minimum shall include: how long it took for another BLS, FR-BLS Unit to
17 respond to the same call; the reason or suspected reason(s) for vehicle failure and/or malfunction;
18 and actions CONTRACTOR has taken to prevent similar failures.

19
20 B. **FR-BLS Unit Equipment and Supplies** – Each FRALS Unit shall, at all times, maintain an equipment
21 and supply inventory sufficient to meet federal, State, and local requirements for FR-BLS Units,
22 including the requirements of Mountain-Valley EMS Agency Non-Transporting Unit Equipment and
23 Supply Inventory Policy. CONTRACTOR shall be responsible for stocking all expendable supplies
24 including appropriate medications.

25
26 The AGENCY Medical Director or his/her designee(s) may at any time, with just cause and
27 notification to CONTRACTOR'S duty officer, inspect CONTRACTOR'S FR-BLS Units in order to
28 verify compliance with this Agreement. An inspection may be postponed if it is shown that the
29 inspection would unduly delay a FR-BLS Unit from responding to a request for service.

30 31 **3.4 System Committee Participation**

32
33 The CONTRACTOR shall make a good faith effort to designate appropriate personnel to participate
34 in committees that have a direct impact on emergency medical services in Stanislaus County.

1 **3.5 EMS Training Programs**

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

9 SECTION 4: PERSONNEL

10
11 **4.1 Clinical and Staffing Standards**

12
13 The AGENCY expects that the provision of emergency medical services shall conform to the highest
14 professional standards and shall comply with all applicable State laws and regulations and AGENCY
15 policies, procedures and field treatment guidelines. All persons employed by the CONTRACTOR in the
16 performance of work under this agreement shall be competent and shall hold appropriate and current
17 valid certificates/licenses/accreditations as established by the State of California and the AGENCY for
18 their level of certification/licensure. The CONTRACTOR shall be held accountable for its employees'
19 certification, licensure, accreditation, performance and actions.
20

21 **FR-BLS Unit Staffing** – When responding to an EMS Call, a FR-BLS Unit shall be staffed with a minimum
22 of one (1) EMT and 1 EMR.
23

24 A. CONTRACTOR shall have a policy that prohibits CONTRACTOR's employees from performing
25 any services as contemplated herein while under the influence of any alcoholic beverage, illegal
26 drug, or narcotic. In addition, policy shall prohibit CONTRACTOR's employees from performing
27 such services under the influence of any other substances, including prescription or non-
28 prescription medications, which impairs their physical or mental performance.
29

30 B. CONTRACTOR shall maintain a current list of pre-hospital personnel including their
31 qualifications, certificates, and licenses with expiration dates and provide it to the AGENCY upon
32 request.
33

34 C. CONTRACTOR shall have in place policies which require EMS personnel to follow all AGENCY
35 Policies, Procedures and Protocols as appropriate for the delivery of FR-BLS Services.
36

1 D. CONTRACTOR shall require that electronic patient care records be completed by
2 CONTRACTOR's personnel per AGENCY policy.

3
4 E. Patient care documentation education shall be required as needed or as reasonably required by
5 the AGENCY for all EMT-level personnel.

6
7 **Management and Supervision** –CONTRACTOR shall designate an EMS Coordinator with a
8 minimum certification as an EMT. This individual shall be responsible for day-to-day clinical oversight
9 of CONTRACTOR'S certified EMTs, clinical investigations, initial and continuing education, clinical
10 quality assurance and continuous quality improvement. The EMS Coordinator may be an existing
11 EMS training officer.

12
13 **Orientation of New Personnel** – CONTRACTOR shall ensure that BLS personnel are properly
14 oriented before being assigned to respond to emergency medical requests. CONTRACTOR shall be
15 responsible for ensuring that this standard is met.

16
17 A. CONTRACTOR shall implement a program, to train EMT personnel to assist Paramedics in the
18 provision of advanced life support patient care.

19
20 B. CONTRACTOR shall have a program for ensuring personnel are prepared to respond to
21 emergency requests through in-service training and continuing education.

22
23 **Infrequent-Use Skills Refresher** – CONTRACTOR shall ensure that personnel are proficient in the
24 AGENCY'S BLS scope of practice prior to performing these skills on patients in the field setting. The
25 CONTRACTOR shall be responsible for ensuring that EMTs assigned to FRBLS Units comply with
26 AGENCY Policy on maintenance of skill competency. In addition, the CONTRACTOR agrees to
27 have a current AGENCY Policies and Procedures Manual accessible to all personnel.

28
29 **4.2 Safety and Infection Control**

30
31 A. CONTRACTOR shall provide personnel with training, equipment, and immunizations necessary to
32 ensure protection from illness or injury when responding to an emergency medical request.

33
34 B. CONTRACTOR shall notify the AGENCY within five (5) calendar days of any major enforcement
35 actions, and of any claim, litigation, or other legal or regulatory proceedings in progress or being
36 brought against CONTRACTOR's FRBLS operations.

1 C. CONTRACTOR shall, upon request, furnish documentation satisfactory to Stanislaus County's
2 Health Officer and in compliance with CCR 5199, of the absence of tuberculosis disease for any
3 employee or volunteer who provides services under this Agreement.
4

5 D. The CONTRACTOR shall have a Communicable Disease Policy that complies with all Occupational
6 Safety and Health Administration (OSHA) requirements and other regulations related to prevention,
7 reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in
8 prevention and universal precautions.
9

10 SECTION 5: QUALITY/PERFORMANCE

11
12 CONTRACTOR is encouraged to participate in the AGENCY regional quality improvement program
13 as administered through the LQIG, TAC and other various committees.
14

15 **5.1 Unusual Occurrences**

16
17 CONTRACTOR shall complete an unusual occurrence report for personnel involved in an unusual
18 occurrence while performing duties under this agreement, in accordance with AGENCY policies and
19 procedures.
20

21 **5.2 Training Officer**

22
23 CONTRACTOR shall designate an EMT to act as Training Officer who shall oversee the required
24 training and orientation of all EMTs employed by the CONTRACTOR. The Training Officer may also
25 function as the EMS Coordinator.

26 A. The Training Officer shall make a good faith effort to attend scheduled training meetings as
27 required by the AGENCY, and provide training to CONTRACTOR's personnel as deemed
28 necessary by AGENCY.
29

30 SECTION 6: DATA AND REPORTING

31 32 **6.1 Data System Hardware and Software**

33
34 A. CONTRACTOR will submit required data elements in an electronic format acceptable to the
35 AGENCY.
36

1 B. CONTRACTOR shall provide in an electronic format Patient Care Record (PCR) information for each
2 call that requires the generation of a PCR per AGENCY policy, on a daily basis. The daily
3 submission of electronic PCR information shall include data not later than three (3) calendar days
4 following the date of the call (excluding weekends and holidays). Electronic PCRs shall utilize data
5 elements outlined in Provider Agency Data Requirements Policy and any other data elements
6 requested by the AGENCY. Reporting shall occur on insurance related data elements if the
7 CONTRACTOR implements a fee for service.

8
9 C. Changes to an ePCR platform can cause unforeseen technical issues, disruption of system
10 monitoring capabilities, inability to report to system stakeholders, and additional financial costs. In
11 order to mitigate these potential disruptions in data flow due diligence must be made in evaluating all
12 the implications of a software platform change previous to AGENCY approval. The CONTRACTOR
13 shall notify AGENCY in writing no later than 180 days prior to the proposed change. In addition,
14 CONTRACTOR is responsible for any programming fees associated with integrating
15 FirstWatch/FirstPass into a new ePCR platform.

16
17 D. CONTRACTOR shall collaborate with AGENCY to identify all ramifications to the platform change
18 previous to any software change and AGENCY approval.

19
20 This written notice shall include but not be limited to:

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

30 31 **6.2 Audits and Inspections**

32
33 CONTRACTOR shall retain and make available for inspection by the AGENCY during the term of
34 the Agreement and for at least a three-year period from expiration of the Agreement all documents
35 and records related to EMS patient care and incidents; including, but not limited to patient care
36 records and trip tickets.

1 **6.3 Health Insurance Portability and Accountability Act of 1996, Public Law 104-191**

- 2
- 3 A. Patient's privacy and confidentiality shall be protected in compliance with Health Insurance
4 Portability and Accountability Act of 1996 (HIPAA) and other applicable laws related to privacy.
5 Employees shall not disclose patient medical information to any person not providing medical care to
6 the patient.
- 7
- 8 B. During the term of this Agreement, each party may receive from the other party, or may receive or
9 create on behalf of the other party, certain confidential health or medical information (Protected
10 Health Information "PHI", as further defined below). This PHI is subject to protection under state
11 and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public
12 Law 104-191 (HIPAA) and regulations promulgated there under by the U.S. Department of Health
13 and Human Services (HIPAA Regulations). Each party represents that it has in place policies and
14 procedures that will adequately safeguard any PHI it receives or creates, and each party specifically
15 agrees to safeguard and protect the confidentiality of PHI consistent with applicable law. Without
16 limiting the generality of the foregoing, each party agrees that it shall have in place all policies and
17 procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which
18 such compliance is required. CONTRACTOR shall require subcontractors to abide by the
19 requirements of this section.

20

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

28

29 **SECTION 7: ADMINISTRATIVE REQUIREMENTS**

30

31 **7.1 Insurance**

32

33 CONTRACTOR at its sole cost and expense, shall obtain, maintain, and comply with all AGENCY
34 insurance coverage and requirements. Such insurance shall be occurrence based or claims made with
35 tail coverage or shall be in a form and format acceptable to Stanislaus County Counsel and Stanislaus
36 County Risk Management and shall be 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 indemnification from
- 4 the CONTRACTOR or any third parties, subject to the CONTRACTOR's right to seek subrogation
- 5 for indemnification paid to the County of Stanislaus and AGENCY under the Agreement and to
- 6 the extent such indemnification is paid pursuant to this paragraph, the CONTRACTOR, at its/their
- 7 sole expense, shall maintain or cause to be maintained in full force and effect general and
- 8 professional liability insurance as appropriate and approved by CONTRACTOR'S Board of
- 9 Directors or governing body throughout the term of the Agreement.
- 10
- 11 2. Such insurance policies shall name the County of Stanislaus, its officers, agents, and employees,
- 12 and the AGENCY, its officers, agents, employees and the AGENCY JPA Board of Directors as an
- 13 additional named insured (except for worker's compensation insurance). Such coverage for said
- 14 additional named insured shall be primary insurance and any other insurance, or self-insurance,
- 15 maintained by the County of Stanislaus, its officer, agents, and employees, the AGENCY, its
- 16 officers, agents and employees; the AGENCY JPA Board of Directors shall be secondary and
- 17 excess only and not contributing with insurance provided under the CONTRACTOR's policies
- 18 herein. This insurance shall not be canceled or changed to restrict coverage without a minimum
- 19 of thirty (30) calendar day's written notice given to the AGENCY and the County Risk
- 20 Management Division. If such insurance policies have a deductible, or if a Self-Insured
- 21 Retention has a deductible, such deductible shall be in an amount not less than ten thousand
- 22 dollars (\$10,000) per occurrence unless approved by Contract Administrator. For Workers'
- 23 Compensation Insurance, the insurance carrier shall agree to waive all rights of subrogation
- 24 against the AGENCY, the County, and their respective officers, officials and employees for losses
- 25 arising from the performance of or the omission to perform any term or condition of this
- 26 Agreement by the CONTRACTOR.
- 27
- 28 3. CONTRACTOR shall provide certificates of insurance on the foregoing policies as required herein
- 29 to the AGENCY annually, which state or show that such insurance coverage has been obtained
- 30 and is in full force and effect.
- 31
- 32 4. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless AGENCY or Stanislaus
- 33 County from and against all claims, damages, losses, judgments, liabilities, expenses, and other
- 34 costs including litigation costs and attorney's fees arising out of, resulting from any negligent or
- 35 wrongful act or omission of CONTRACTOR or its agents, officers, or employees in connection
- 36 with the performance of this Agreement.
- 37

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

26
27 **7.2 Non-Discrimination**

28
29 AGENCY and CONTRACTOR shall abide by all Federal and State non- discrimination laws regarding
30 governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement
31 below:

32
33 Compliance with Non-Discrimination Laws During the performance of this Agreement,
34 CONTRACTOR will comply with Title VII of the Civil Right Act of 1964 and that no person shall, on
35 the grounds of race, creed, color, disability, sex, gender (including gender identity and gender
36 expression), national origin, ancestry, physical or mental disability, medical condition (including
37 genetic characteristics), marital status, sexual orientation, age, religion, political affiliation, or any

1 other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise
2 subjected to discrimination under this Agreement. CONTRACTOR shall comply with all applicable
3 Federal, State and local laws and regulations related to non-discrimination and equal opportunity,
4 including without limitation the AGENCY's nondiscrimination policy; the Fair Employment and
5 Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102
6 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable
7 regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
8

9 SECTION 8 GENERAL AGREEMENT REQUIREMENTS

10 11 **8.1 Terms of Agreement**

12
13 This Agreement is an Agreement by and between AGENCY and CONTRACTOR and is not intended to
14 and shall not be construed to create the relationship of agency, servant, employee, partnership, joint
15 venture or association.
16

- 17 A. Amendments or modifications to the provisions of this Agreement may be initiated by any party
18 hereto and may only be incorporated into this Agreement upon the mutual consent of all Parties and
19 must be in writing.
20
- 21 B. The failure of any party hereto to insist upon strict performance of any of the terms, covenants or
22 conditions of this Agreement in any one or more instances shall not be construed as a waiver or
23 relinquishment for the future of any such terms, covenants or conditions, but all of the same shall be
24 and remain in full force and effect.
25
- 26 C. This Agreement shall not be deemed to have been made for the implied benefit of any person who is
27 not a party hereto.
28
- 29 D. CONTRACTOR shall notify AGENCY of any threatened labor action or strike that would adversely
30 affect its performance under this Agreement. CONTRACTOR shall provide AGENCY and other
31 affected public or private entities with a written plan of proposed actions in the event of any
32 threatened work force action or strike.
33
- 34 E. Neither AGENCY nor CONTRACTOR shall assign this Agreement to another party without obtaining
35 the prior written consent of all other parties to this Agreement, except should Stanislaus County
36 withdraw from the Mountain-Valley EMS Agency Joint Powers Agreement, this Agreement may be
37 assigned to Stanislaus County or their designee.

1
2 F. The terms of this Agreement shall be in full force and effect until December 31, 2024 beginning on
3 the date first stated above, unless otherwise terminated or modified pursuant to the terms of the
4 Agreement or if upon written notice by either PARTY, that renegotiation of the Agreement is desired.
5

6 **8.2 Termination for Cause**
7

8 Either party may terminate this Agreement at any time for cause or for Major Breach of its provisions
9 consistent with the provisions herein.
10

11 Certain conditions and circumstances shall, as determined by Contract Administrator, constitute a Major
12 Breach of this Agreement by the CONTRACTOR these conditions and circumstances include, but are not
13 limited to:
14

- 15 A. Failure of CONTRACTOR to operate its FRBLS Units and emergency medical services program in a
16 manner which enables AGENCY and CONTRACTOR to remain in substantial compliance with the
17 requirements of Federal, State, and local laws, rules and regulations;
18
- 19 B. Willful falsification of information supplied by CONTRACTOR in its operation of its emergency
20 medical services program, including, but not limited to, dispatch data, patient reporting data, as
21 relates to this Agreement;
22
- 23 C. Documented persistent failure of CONTRACTOR's employees to conduct themselves in a
24 professional and courteous manner where reasonable remedial action has not been taken by
25 CONTRACTOR;
26
- 27 D. Failure to substantially and consistently meet or exceed the various clinical and staffing standards
28 required herein;
29
- 30 E. Failure to participate in the established Quality Improvement program of the AGENCY, including, but
31 not limited to investigation of incidents and implementing prescribed corrective actions;
32
- 33 F. Failure to maintain equipment or FRBLS Units in accordance with good maintenance practices.
34
- 35 G. Chronic or persistent failure to comply with conditions stipulated by AGENCY to correct any Major
36 Breach conditions;
37

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

12 **8.3 Opportunity to Cure**
13

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

24 **8.4 Declaration of Major Breach**
25

26 If Major Breach has been declared by the Contract Administrator, because CONTRACTOR fails to
27 provide service as required in this Agreement or Agency Medical Director has determined that the health
28 and safety of the public would be endangered by allowing CONTRACTOR to continue its operations,
29 CONTRACTOR shall cooperate fully with AGENCY to immediately cease providing services as defined in
30 this Agreement.
31

- 32 A. These provisions are specifically stipulated and agreed to by both Parties as being reasonable
33 and necessary for the protection of the public health and safety, and any legal dispute concerning
34 the finding that a Major Breach has occurred shall be initiated and shall take place only after
35 CONTRACTOR has ceased the provision of services under this Agreement.
36

1 **8.5 Indemnification for Damages, Taxes and Contributions**

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

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

10
11 **8.6 Equal Employment Opportunity**

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

- 14
15 A. CONTRACTOR shall not discriminate against any employee or applicant for employment
16 because of race, color, religion, national origin, ancestry, physical or mental disability, medical
17 condition (cancer related), marital status, sexual orientation, age (over 18), veteran status,
18 gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall
19 include, but not be limited to the following: recruitment, advertising, layoff or termination, rates of
20 pay or other forms of compensation, and selection for training (including apprenticeship),
21 employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post in conspicuous
22 places, available to employees and applicants for employment, notice setting forth the provisions
23 of this non-discrimination clause.
- 24
25 B. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf
26 of CONTRACTOR, state that all qualified applicants will receive consideration for employment
27 without regard to race, color, religion, national origin, ancestry, physical or mental disability,
28 medical condition (cancer related), marital status, sex, sexual orientation, age, veteran status, or
29 any other non-merit factor unrelated to job duties.
- 30
31 C. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this
32 Agreement or with any of the said rules, regulations, or orders CONTRACTOR may be declared
33 ineligible for further agreements with AGENCY.
- 34

1 **8.7 Independent Contractor Status**

2
3 CONTRACTOR is an independent contractor and not an employee of AGENCY or Stanislaus County.
4 CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all
5 payroll related taxes. CONTRACTOR is not entitled to any employee benefits. AGENCY agrees that
6 CONTRACTOR shall have the right to control the manner and means of accomplishing the result
7 contracted for herein
8

9 **8.8 Entire Agreement**

10
11 This Agreement and the exhibits attached hereto constitute the entire Agreement between AGENCY and
12 CONTRACTOR and supersedes all prior discussions and negotiations, whether oral or written. Any
13 amendment to this Agreement, including an oral modification supported by new consideration, must be
14 reduced to writing and signed by authorized representatives of both parties before it will be effective.
15

16 **8.9 Binding on Successors**

17
18 This Agreement ensures to the benefit of, and is binding on, the parties and their respective heirs,
19 personal representatives, successors and assigns.
20

21 **8.10 Captions**

22
23 The captions heading the various sections of this Agreement are for the convenience and shall not be
24 considered to limit, expand or define the contents of the respective sections. Masculine, feminine or
25 neuter gender, and the singular and the plural number shall each be considered to include the other
26 whenever the context so requires.
27

28 **8.11 Controlling Law**

29
30 This Agreement shall be interpreted under California law and according to its fair meaning and not in favor
31 of or against any party.
32

33 **8.12 Miscellaneous**

34
35 There shall be no reimbursement from the AGENCY or Stanislaus County for services provided pursuant
36 to this Agreement except as provided pursuant to separate agreements.

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

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

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APPROVED:

Burbank-Paradise Fire District

MOUNTAIN VALLEY EMS AGENCY

By: Peter Golling
Title: Fire Chief

*Chief of Department
Burbank Fire District*

By: Lance Doyle
Title: Executive Director

Date: 11/17/19

Date: 12-23-19

Exhibit A
SR911 Policy 801- Dispatch Criteria



SCOTTY DOUGLASS, EXECUTIVE DIRECTOR

EMS POLICIES AND PROCEDURES

POLICY NUMBER	801
SECTION	800
SUBJECT	EMS CALL ENTRY
DATE ISSUED	10/25/2017
SUPERSEDES DATE	10/01/2018
ADVISORY BOARD	 Dispatch Advisory Board Chairperson
EXECUTIVE DIRECTOR	 Scotty Douglass, Executive Director

1.0 PURPOSE

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

2.0 CALL ENTRY PROCEDURE

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

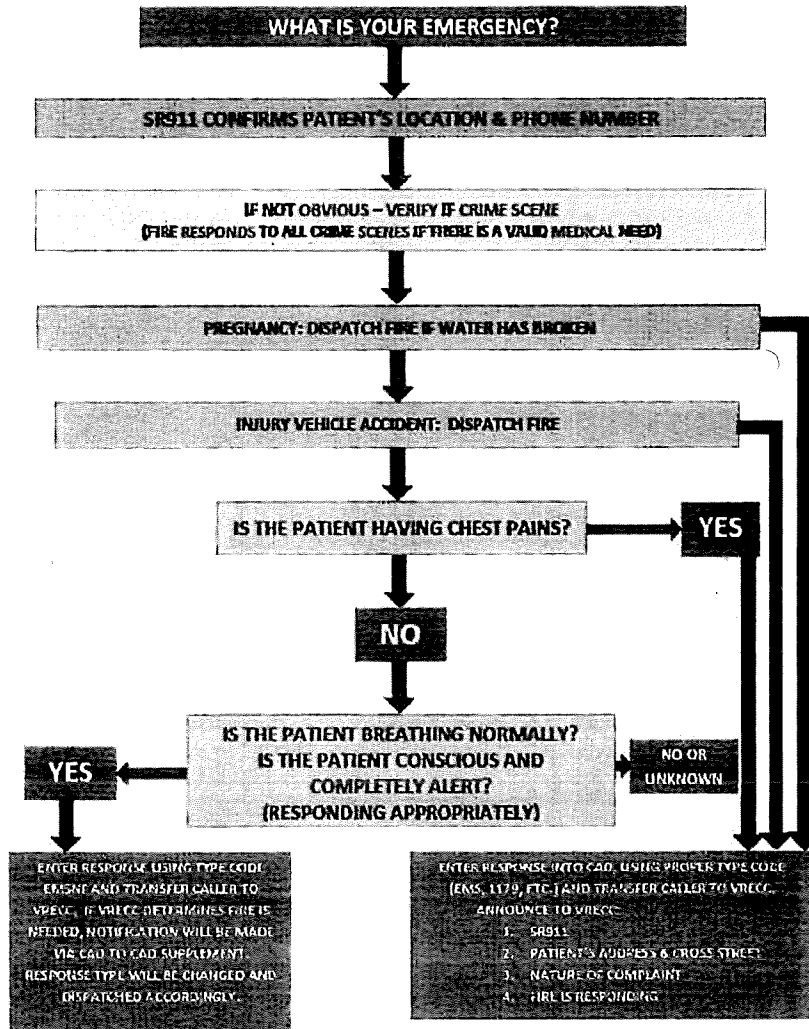
3755 Oakdale Road
 Modesto, CA 95207

www.sr911.ca.gov

Telephone: (209) 662-3640
 Fax: (209) 652-3954

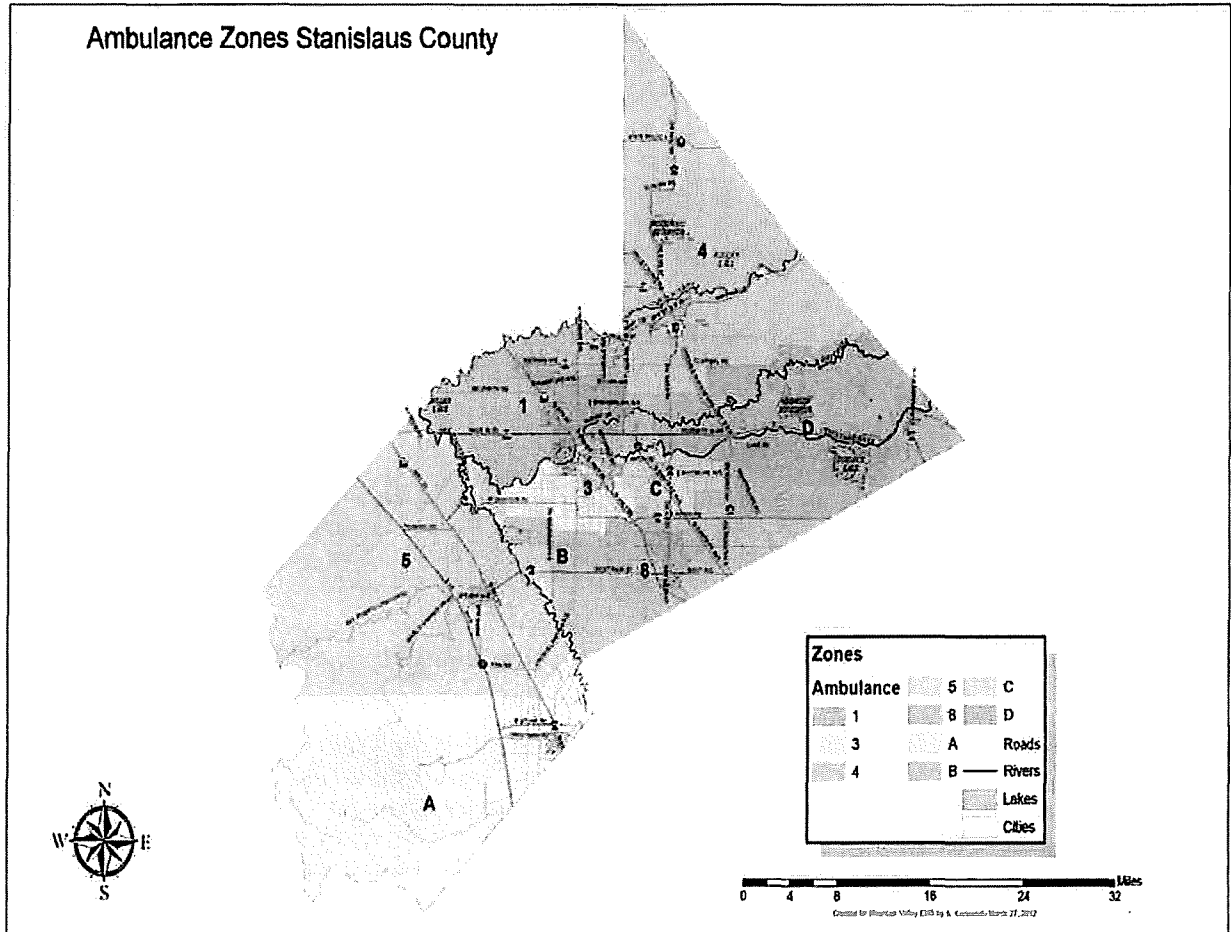


POLICY AND PROCEDURE 801 – EMS CALL ENTRY



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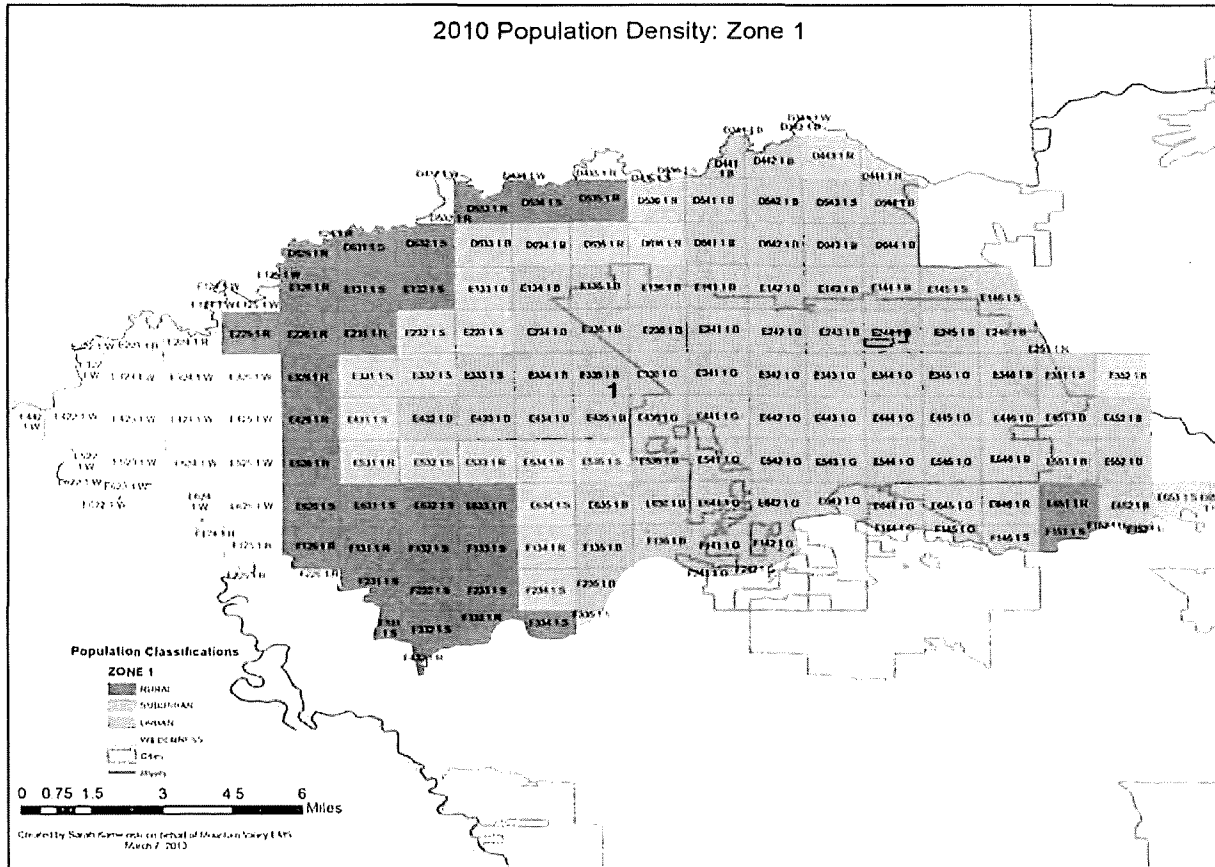
Exhibit B Stanislaus County Response Zones



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

ZONE 1 DESCRIPTION



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

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

DEMOGRAPHIC ZONE GRID DESCRIPTIONS

URBAN

D441 – D442, D541 – D544, D641 – D644, E134 – E146, E234 – E251, E333 - E351, E432 – E452, E536- E553, E635 - E646, E652, F135 - F142, F144 - F146, F235, F241 – F242

1 SUBURBAN

2 D443-D444, D536, D633 – D636, E133, E232 - E233, E331 – E332, E352, E431, E531 - E535, E453
3 E634, E653 - E654, F134, F234,
4

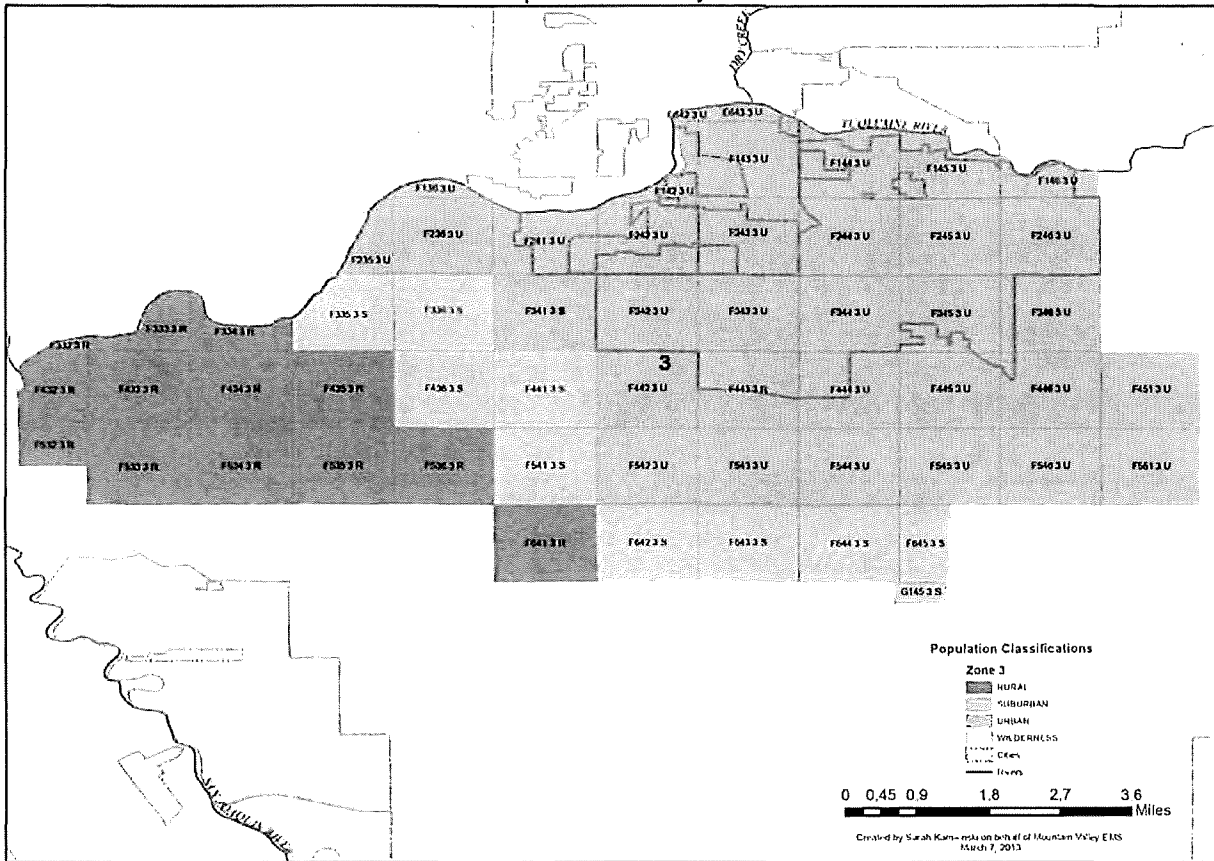
5 RURAL

6 D533 - D535, D626 - D632, E126 - E132, E225 – E231, E326, E426, E526, E353, E626 - E633, E651,
7 F126 - F133, F151 - F152, F231 – F233, F 331 - F334, F432
8

9 WILDERNESS

10 D341 - D343, D432-D433, D435 – D436, D532, E124 - E125, E222 – E224, E322 – E325, E422– E425,
11 E522 – E525, E622 - E625, F124 - F125, F225 - F226
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2010 Population Density: Zone 3



ZONE 3 DESCRIPTION

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

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

DEMOGRAPHIC ZONE GRID DESCRIPTIONS

URBAN

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

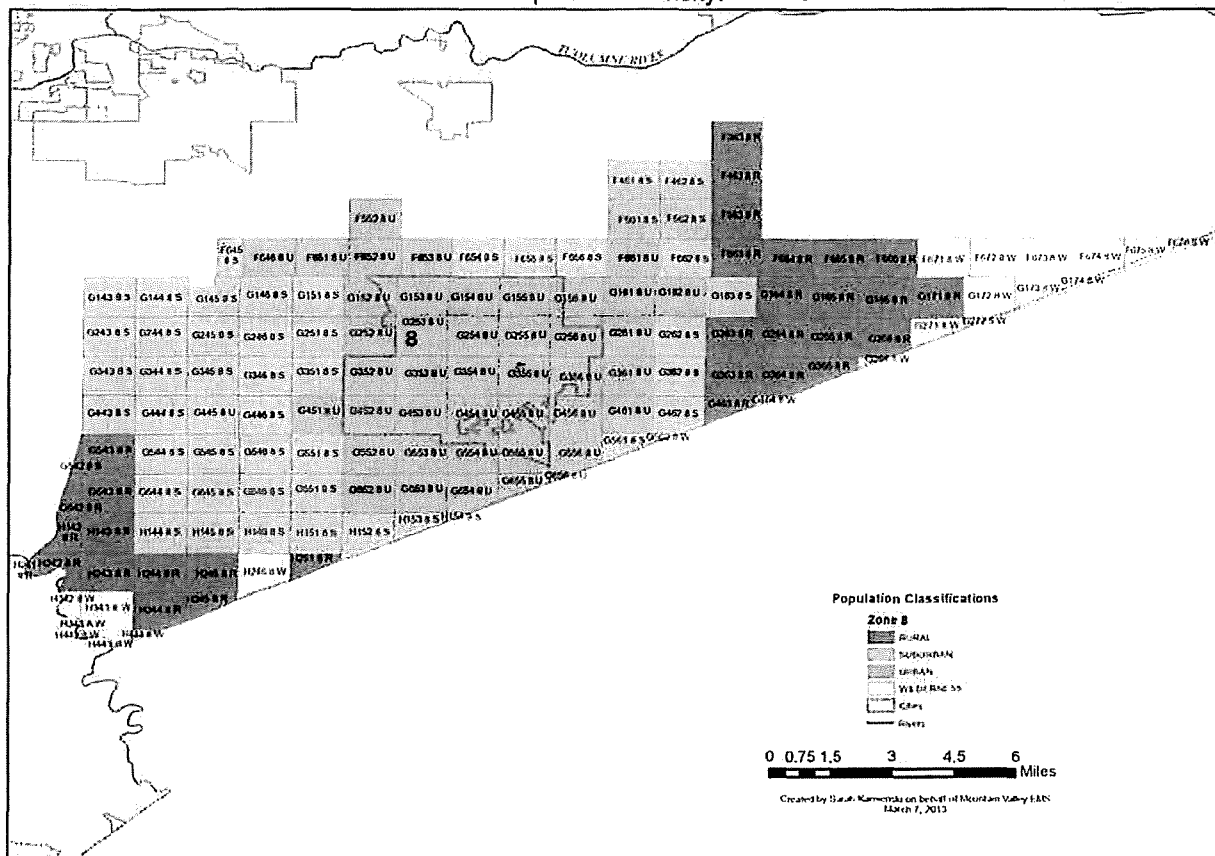
SUBURBAN

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

RURAL

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

2010 Population Density: Zone 8



ZONE 8 DESCRIPTION

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

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

DEMOGRAPHIC ZONE GRID DESCRIPTION

URBAN

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

SUBURBAN

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

3
4 RURAL

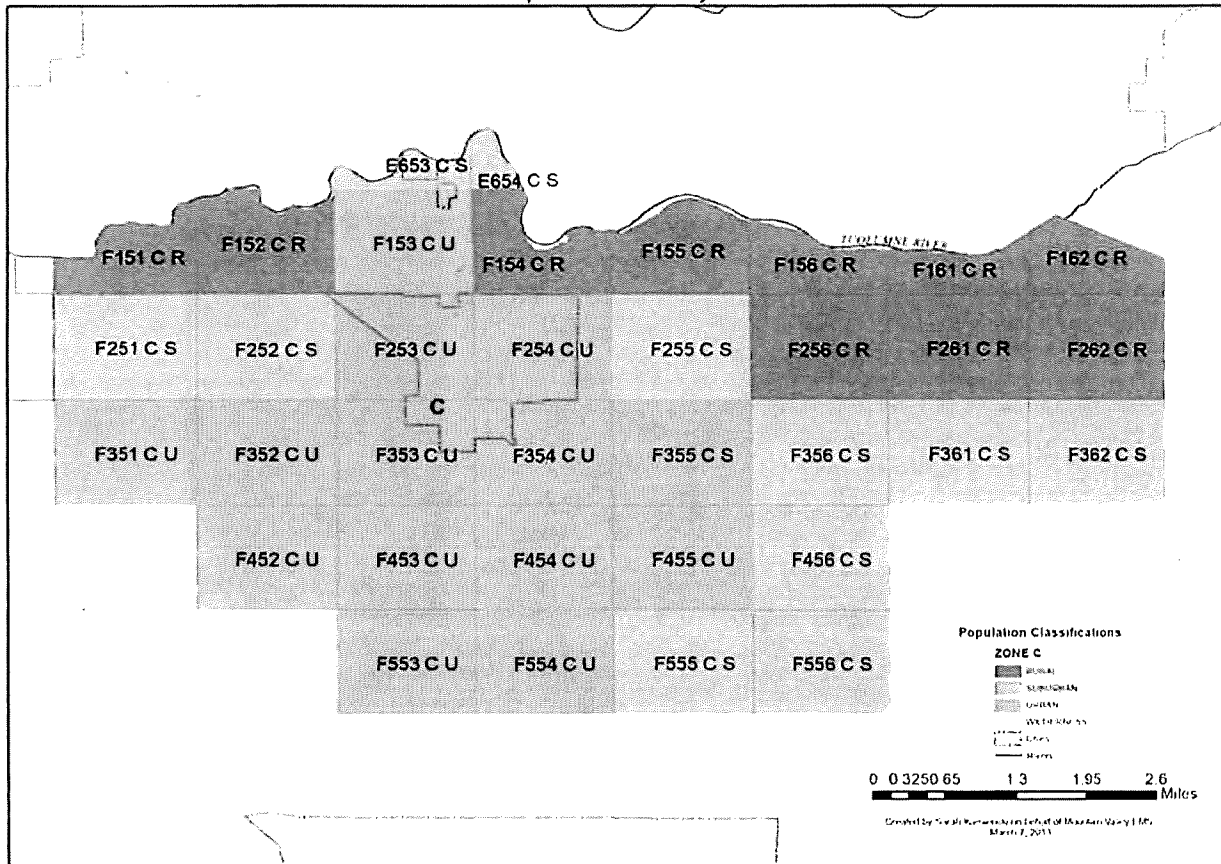
5 F363, F463, F563, F663 - F666, G164 - G171, G263 – G266, G363 - G365, G463, G542 - G543, G642 -
6 G643, H142 - H143, H242 – H245, H251, H344 - H345

7
8 WILDERNESS

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

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2010 Population Density: Zone C



ZONE C DESCRIPTION

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

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

DEMOGRAPHIC ZONE GRID DESCRIPTIONS

URBAN

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

SUBURBAN

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

RURAL

F151 - F152, F154 - F162, F256 - F262

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Exhibit D 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 A; 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. As defined in California Health and Safety Code Section 1797.84.
Paramedic	
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; <ul style="list-style-type: none"> 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.

ORIGINAL AGREEMENT – 01/01/2020 TO 12/31/2024
AMENDMENT
FIRST RESPONDER BASIC LIFE SUPPORT (FR-BLS) AGREEMENT
BETWEEN MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY
AND
CERES FIRE DEPARTMENT

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

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


1. Section 3.1. Response Time Liquidated Damages: Section A to read: "It is the goal of AGENCY to deliver the contractual response time standards to all incident's ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of individual deviations of response times is built into the Response Time measures. A measurement period is defined as any complete month, or accumulation of months in which the total number of calls in a response area equals or exceeds 250 calls."
2. Section 3.1. Calculation of Response Times: Section A to read: "The calculation of response time shall begin at the time the following information, at a minimum, is assigned to the first qualified fire unit that arrives on scene or is cancelled enroute."
3. Section 3.1. Response Time Corrections and Exemptions: The following to be added:
C.1.g. Contractor providing mutual aid to other fire agencies.
4. Section 3.1. Response Time Liquidated Damages: Sub-sections C, D, E and F are deleted from the Agreement.
5. Section 3.1. Payments and Use of Liquidated Damages: This section is deleted in its entirety.
6. Section 3.1. Equipment Resupply: To read, "CONTRACTOR may submit a resupply order with AMR for disposable medical supplies (excluding narcotics) utilized in the course of patient care. AMR will fulfill the order within a timely manner and will deliver supplies to CONTRACTOR'S designated location. The CONTRACTOR and AMR shall mutually agree upon a monthly resupply process.

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

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

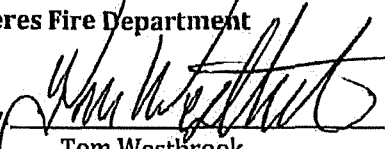
IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT the day and year first above written.

Mountain-Valley EMS Agency

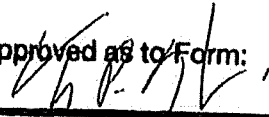
By: 
Lance Doyle
Title: Executive Director

Date: 12/10/2020

Ceres Fire Department

By: 
Tom Westbrook
Title: City Manager

Date: 12/3/20

Approved as to Form:

Tom Hallinan, City Attorney