Mountain Counties

EMERGENCY MEDICAL SERVICES AGENCY

AGREEMENT WITH COPPEROPOLIS FIRE DEPARTMENT

IN

CALAVERAS COUNTY

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THIS AGREEMENT, entered into the 1st day of October 2026 and ending on September 30, 2031, by and between the **MOUNTAIN COUNTIES EMS AGENCY**, hereinafter called "**AGENCY**" and **Copperopolis Fire Protection District**, hereinafter called "**CONTRACTOR**";

RECITALS OF AUTHORITY

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

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

Whereas, Title 22 California Code of Regulations Section 100096.01, requires Paramedic Service Providers to have a written agreement with the local EMS Agency to provide advanced life support; and

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 Contract Administration

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

A. Audit and inspect the CONTRACTOR's financial records regarding their ALS operations, operational records and patient care records;

B. Monitor the CONTRACTOR's EMS service delivery for compliance with standard of care as defined through law, medical protocols, and policies; and

C. Provide technical guidance, as the Contract Administrator deems appropriate.

1.2 Term of Agreement

The term of this Agreement shall commence at 0001 on October 1, 2026 and terminate at 2400 hours on September 30, 2031, unless terminated earlier pursuant to the terms and conditions of this Agreement.

1.3 Contract Response Area

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

A. Made in response to 9-1-1/Public Service Answering Point (PSAP) requests.

B. Made in response to requests for mutual aid or responses by an authorized 9-1-1/PSAP.

1.4 Notices

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

CONTRACTOR: Scott Hertzog, Fire Chief
Copperopolis Fire Protection District
PO Box 131
Copperopolis, CA 95228

AGENCY Cindy Murdaugh, Executive Director
Mountain Counties EMS Agency
3505 Spangler Lane, Suite 405
Copperopolis, CA 95228

1.5 ALS Provider Agreement

This agreement will serve as authorization to provide FRALS under California Health & Safety Code, Section 1797.178 and as the Paramedic Service Provider agreement required under Title 22 California Code of Regulations Section 100096.01.

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

B. Provide all FRALS and QRV Units and equipment that are necessary for the provision of services required under this Agreement;

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

D. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified; licensed and/or accredited;

E. Comply with all training requirements established by the State of California;

F. Comply with EMS Agency policies and procedures;

G. Maintain neat, clean, and professional appearance of all personnel, facilities, and equipment;

H. Submit, in a timely manner, reports, which are supported by documentation or other verifiable information, as required by the AGENCY;

I. Respond to AGENCY inquiries about service complaints and reports of investigation within 10 calendar days of notification;

J. Notify the AGENCY within 72-hours of all incidents in which the CONTRACTOR's personnel fail to comply with protocols and/or contractual requirements in accordance with Section 6.3 of this Agreement; and

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

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. Subject to applicable laws and the permission of the relevant agencies, the equipment shall allow effective and efficient communication with public safety agencies, ambulance providers, and air ambulance service providers.

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

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

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

4.2 Equipment and Supplies

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

B. FRALS or QRV Unit Failure – In each instance of a FRALS or QRV Unit failure on an EMS call resulting in the inability to continue the response, CONTRACTOR shall submit an Unusual Occurrence Report within 72 hours which at a minimum shall include: how long it took for another basic life support (BLS), FRALS or QRV Unit to respond to the same call; the reason or suspected reason(s) for vehicle failure and/or malfunction, and actions CONTRACTOR has taken to prevent similar failures.

C. FRALS and QRV Unit Equipment and Supplies – Each FRALS and QRV Unit shall, at all times, maintain an equipment and supply inventory sufficient to meet federal, State, and local requirements for FRALS and QRV Units, including the requirements of Mountain Counties EMS Agency Policy

409.00, BLS and ALS First Responder Unit Equipment and Medical Supply Inventory. CONTRACTOR shall be responsible for stocking all expendable supplies including medications.

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

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

3. The AGENCY Medical Director or his/her designee(s) may at any time, without prior notice, inspect CONTRACTOR's FRALS and QRV Units in order to verify compliance with this Agreement. An inspection may be postponed if it is shown that the inspection would unduly delay a FRALS or QRV Unit from responding to a request for service. A memorandum of the inspection specifying any deficiencies, date of inspection, FRALS or QRV Unit number, and names of participating crew shall be provided to the CONTRACTOR. CONTRACTOR must show proof of correction for any deficiencies noted in said memorandum of inspection as specified by the AGENCY. A deficient FRALS or QRV Unit may be immediately removed from service if, in the opinion of the AGENCY Medical Director or his/her designee(s), the deficiencies are a danger to the health and safety of the public or if the deficiencies in a previously issued memorandum of inspection have not been corrected in the time specified. AGENCY agrees to place any FRALS or QRV Unit that has been removed from service back in service immediately following the documented correction of the defined deficiency.

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

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

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

4.3 Disaster Preparedness

A. Disaster Plan – CONTRACTOR shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations or declared disaster situations. This plan shall include the ability of the CONTRACTOR to alert off-duty personnel. The CONTRACTOR shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.

B. Disaster Planning – The CONTRACTOR shall actively participate with the AGENCY in disaster planning. The CONTRACTOR shall designate a representative who shall attend scheduled meetings and shall be the liaison for disaster activities with the AGENCY and with other agencies. The CONTRACTOR shall provide field personnel for participation in any AGENCY approved disaster drill in which the AGENCY disaster plan/multi-casualty incident plan is exercised.

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

4.4 System Committee Participation

The CONTRACTOR shall designate appropriate personnel to participate in committees that have a direct impact on emergency medical services in Calaveras County, including but not limited to the Continuous Quality Improvement Committee (CQI), and other committees as appropriate.

4.5 Community Education/Prevention

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

4.6 EMS Training Programs

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

4.7 Receiving Facility Relationships

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

SECTION 5: PERSONNEL

5.1 Clinical and Staffing Standards

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

A. CONTRACTOR's Personnel Policy - CONTRACTOR shall provide the AGENCY with CONTRACTOR's current personnel policy and procedure manual(s) upon request which shall address, at a minimum, staffing and shift scheduling, avoidance of crew fatigue, crew quarters, conduct at a scene, conduct in relation to ambulance and first responder personnel, conduct during

patient care management, contact with base hospital(s), use of safety apparel, identification, driver training and department orientation.

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

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

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

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

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

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

6. CONTRACTOR shall require that all Paramedic personnel maintain certification in Advanced Cardiac Life Support; and either Pediatric Emergencies for Pre-Hospital Personnel, Emergency Pediatric Care, or Pediatric Advanced Life Support; and either Basic Trauma Life Support, International Trauma Life Support, or Pre Hospital Trauma Life Support. Newly hired Paramedic personnel must complete these courses within twelve months of being hired.

7. Patient care documentation education shall be required annually for all Paramedic personnel.

8. Paramedic personnel may be required to obtain any other specialized training mutually agreed upon by the CONTRACTOR and AGENCY.

C. Management and Supervision –CONTRACTOR shall provide the management personnel necessary to administer and oversee all aspects of its ALS service.

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

5.2 Compensation/Working Conditions for Personnel

Work Schedules and Conditions

A. CONTRACTOR shall utilize reasonable work schedules and shift assignments to provide reasonable working conditions for personnel. CONTRACTOR shall ensure that personnel working extended shifts, and/or voluntary or mandatory overtime are not fatigued to an extent that might impair their judgment or motor skills.

B. CONTRACTOR shall make available to all personnel all notices and bulletins from the AGENCY directed to field personnel. In addition, the CONTRACTOR agrees to have a current AGENCY Policies and Procedures Manual accessible to all personnel.

5.3 Safety and Infection Control

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

B. CONTRACTOR shall notify the AGENCY within five (5) calendar days of any Cal/OSHA (Division of Occupational Safety and Health) major enforcement actions, and of any claim, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR's ALS operations.

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

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

SECTION 6: QUALITY/PERFORMANCE

6.1 Quality Improvement Program

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

1. The program shall be designed to interface with the AGENCY's quality improvement program, including participation in system related quality improvement activities. The program shall be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The program shall adhere to MCEMSA Quality Improvement Policies.

2. CONTRACTOR shall designate a Paramedic or Registered Nurse approved by the AGENCY, to function as a Liaison between the CONTRACTOR and the AGENCY to perform internal quality assurance per AGENCY Policies Procedures and Protocols, assist in the investigation of unusual occurrences as identified by the AGENCY, and attend scheduled Liaison meetings as required by the AGENCY.

3. In addition, CONTRACTOR shall:
   a. Review its QI program annually for appropriateness to the CONTRACTOR's 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 CQI committee.

B. Written Quality Improvement Plan – CONTRACTOR's written QI plan shall comply with Title 22 California Code of Regulations Section 100251, (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

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

6.2 Inquiries and Complaints

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

6.3 Unusual Occurrences

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

6.4 Training Officer

A. CONTRACTOR shall designate a Paramedic or Registered Nurse (approved by the AGENCY) to act as Training Officer who shall oversee the required training and orientation of all new EMTs/Paramedic's employed by the CONTRACTOR. The Training Officer shall submit, when requested, a written evaluation of each new EMT or Paramedic verifying that orientation requirements have been completed.

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

SECTION 7: DATA AND REPORTING

7.1 Data System Hardware and Software

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

B. CONTRACTOR shall provide in an electronic format Patient Care Record (PCR) information for each call that requires the generation of a PCR per AGENCY policy, on a daily basis. The daily

submission of electronic PCR information shall include data not later than three (3) calendar days following the date of the call (excluding weekends and holidays). Electronic PCRs (ePCRs) shall utilize data elements outlined in Provider Agency Data Requirements Policy 620.30 and any other data elements requested by the AGENCY. Reporting shall occur on insurance related data elements if the CONTRACTOR implements a fee for service.

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

CONTRACTOR shall collaborate with AGENCY to identify all ramifications to the platform change prior to any software change and AGENCY approval.

This written notice shall include but not be limited to:

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

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

7.2 Other Reporting Responsibilities

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

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

7.3 Audits and Inspections

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

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

1. Observe the CONTRACTOR's operations.

2. Ride as an extra person on any of the CONTRACTOR's units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner; and shall not interfere in any way with the

CONTRACTOR's employees in the performance of their duties; and shall at all times be respectful of the CONTRACTOR's employer/employee relationship. AGENCY shall provide a release of liability form each time an AGENCY representative rides as an extra person on any of the CONTRACTOR's units.

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

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

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

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

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

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

For purposes of this section, Protected Health Information means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used

to identify the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

SECTION 8: RELATIONSHIPS AND ACCOUNTABILITY

8.1 Relationships and Accountability

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

SECTION 9: ADMINISTRATIVE REQUIREMENTS

9.1 Insurance

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

A. Insurance and Indemnification

1. Without limiting the County of Calaveras 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 Calaveras and AGENCY under the Agreement and to the extent such indemnification is paid pursuant to this paragraph, the CONTRACTOR, at its/their sole expense, shall maintain or cause to be maintained in full force and effect the following insurance throughout the term of the Agreement:
    a. Combined public liability, general liability, bodily injury and property damage liability insurance in amount of not less than five million dollars ($5,000,000) in coverage for each occurrence;
    b. Medical liability insurance and automobile liability insurance, in an amount of not less than one million dollars ($1,000,000) in coverage for any injury or death arising out of any one (1) occurrence, and each of said insurance coverage shall have an annual aggregate limitation of not less than $2,000,000.
    c. Worker's compensation insurance providing full statutory coverage, in accordance with the California Labor Code, for any and all of the CONTRACTOR's personnel who will be assigned to the performance of the Agreement by the CONTRACTOR in accordance with the California Labor Code.

2. Such insurance policies shall name the County of Calaveras, its officers, agents, and employees, and the AGENCY, its officers, agents, employees and the AGENCY JPA Board of Directors as an additional named insured (except for worker's compensation insurance). Such coverage for said additional named insured shall be primary insurance and any other insurance, or self-insurance, maintained by the County of Calaveras, its officer, agents, and employees, the AGENCY, its officers, agents and employees; the AGENCY JPA Board of Directors shall be secondary and excess only and not contributing with insurance provided under the CONTRACTOR's policies herein. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar day's written notice given to the AGENCY and the County Risk Management Division. If such insurance policies have a deductible, or if a

Self-Insured Retention has a deductible, such deductible shall be in an amount not less than ten thousand dollars ($10,000) per occurrence unless approved by Contract Administrator. For Workers' Compensation Insurance, the insurance carrier shall agree to waive all rights of subrogation against the AGENCY, the County, and their respective officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the CONTRACTOR.

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

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

5. CONTRACTOR shall save and hold harmless AGENCY and the County of Calaveras and their officers, employees and agents, from any and all liability for damages, including, but not limited to, monetary loss, judgments, orders of a court, and any other detriment or liability that may arise from any injury to a person or persons, and for damages to property, arising from or out of any negligent or wrongful act or omission of CONTRACTOR or its agents, officers, or employees in the performance of the Agreement.

6. CONTRACTOR's obligation to defend, indemnify, and hold the AGENCY and the County of Calaveras, and their agents, officers, and employees harmless under the provisions of the paragraphs in this section is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

7. AGENCY agrees to defend, indemnify, save and hold harmless the CONTRACTOR and its officers, employees and agents, from any and all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of, resulting from, any negligent or wrongful act or omission of AGENCY or its agents, officers, or employees in connection with the performance of this Agreement by AGENCY or AGENCY's agents, officers, or employees.

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

9.2 Non-Discrimination

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

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

SECTION 10: FISCAL REQUIREMENTS

10.1 General Provisions

A. As compensation for services, labor, equipment, supplies and materials furnished under this Agreement, CONTRACTOR may implement a fee for service program.

B. Fiscal year for reporting purposes of this Agreement will be the CONTRACTOR's fiscal year.

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

SECTION 11: GENERAL AGREEMENT REQUIREMENTS

11.1 Terms of Agreement

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

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

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

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

D. CONTRACTOR shall notify AGENCY of any threatened labor action or strike that would adversely affect its performance under this Agreement. CONTRACTOR shall provide AGENCY and other

affected public or private entities with a written plan of proposed actions in the event of any threatened work force action or strike.

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

F. The terms of this Agreement shall be in full force and effect until September 30, 2031 beginning on the date first stated above, unless otherwise terminated or modified pursuant to the terms of the Agreement or if upon written notice by either PARTY, that renegotiation of the Agreement is desired.

11.2 Termination for Cause

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.3 Opportunity to Cure

Prior to a Declaration of Major Breach by Contract Administrator, Contract Administrator shall provide CONTRACTOR with no less than sixty (60) days advance written notice citing, with specificity, the basis for Major Breach. In the event CONTRACTOR shall have cured the Major Breach within such sixty (60) day period, or such longer period as may be specified in the advance written notice, this Agreement shall remain in full force and effect. In the event Contract Administrator reasonably deems CONTRACTOR to remain in Major Breach as of the end of the notice period specified in the advance written notice, Contract Administrator shall provide CONTRACTOR with a notice of termination, setting forth the specific reasons Contract Administrator believes CONTRACTOR remains in Major Breach and the effective date of termination, which shall be no less than thirty (30) days from the date of the termination notice.

11.4 Declaration of Major Breach

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

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

11.5 Indemnification for Damages, Taxes and Contributions

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless AGENCY or Calaveras County from and against:

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

11.6 Equal Employment Opportunity

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

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

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

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

11.7 Independent Contractor Status

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

11.8 Entire Agreement

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

11.9 Binding on Successors

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

11.10 Captions

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

11.11 Controlling Law

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

11.12 Miscellaneous

A. There shall be no reimbursement from the AGENCY or Calaveras County for services provided pursuant to this Agreement except as provided pursuant to separate agreements.

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

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

ATTEST:

APPROVED:

COPPEROPOLIS FIRE PROTECTION DISTRICT

By: Scott Hertzog
Title: Fire Chief

Date: 07/09/2026

MOUNTAIN COUNTIES EMS AGENCY

By: Cindy Murdaugh
Title: Executive Director

Date: 08/21/2026

SECTION 12: EXHIBITS

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

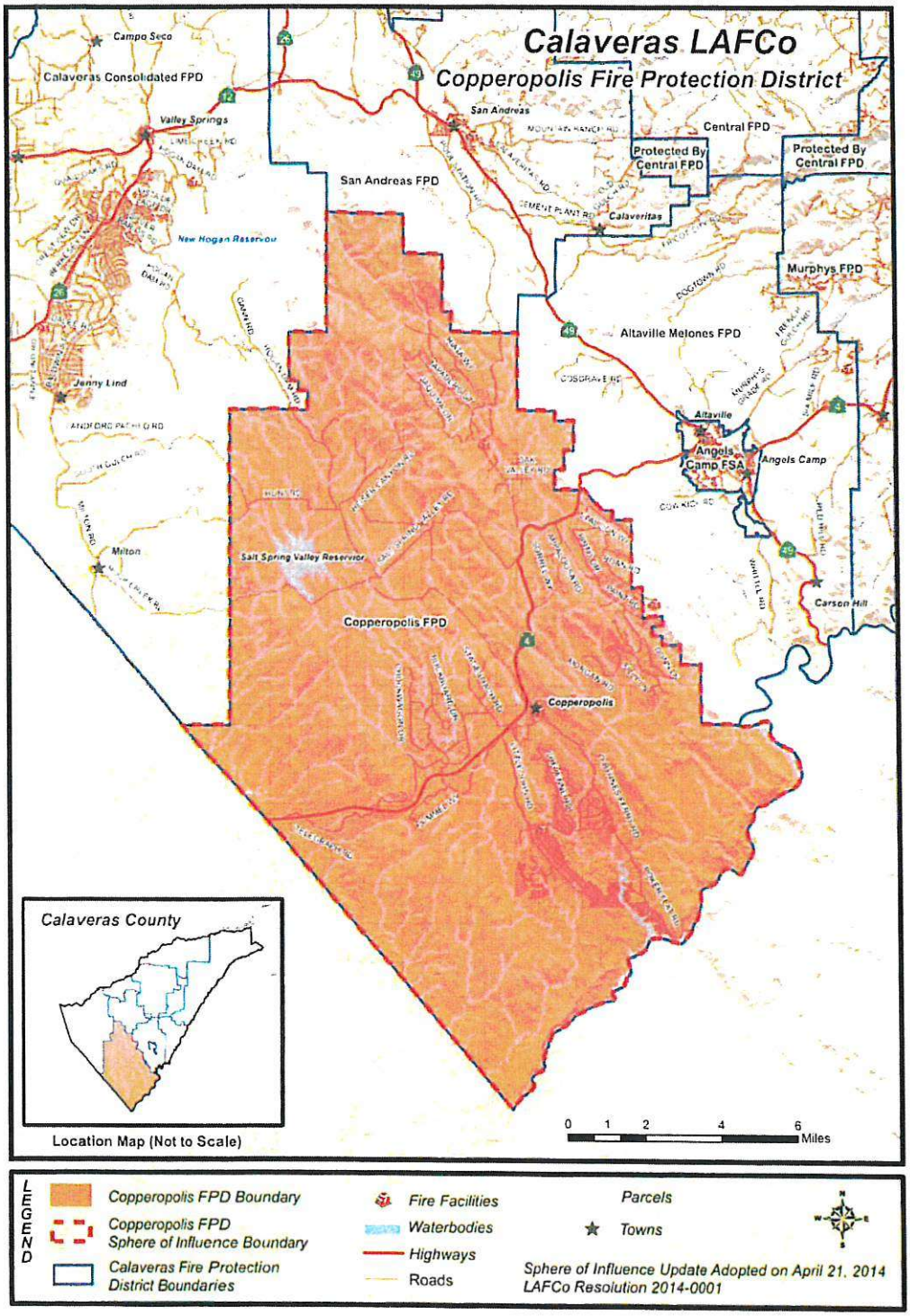
Calaveras LAFCo
Copperopolis Fire Protection District
Campo Seco
Calaveras Consolidated FPD
Valley Springs
San Andreas
Central FPD
Protected By Central FPD
Protected By Central FPD
San Andreas FPD
Calaveritas
New Hogan Reservoir
Murphys FPD
Altaville Melones FPD
Jenny Lind
Altaville
Angels Camp FSA
Angels Camp
Milton
Salt Spring Valley Reservoir
Carson Hill
Copperopolis FPD
Copperopolis
Calaveras County
Location Map (Not to Scale)
0 1 2 4 6 Miles
LEGEND
Copperopolis FPD Boundary
Copperopolis FPD Sphere of Influence Boundary
Calaveras Fire Protection District Boundaries
Fire Facilities
Waterbodies
Highways
Roads
Parcels
Towns
Sphere of Influence Update Adopted on April 21, 2014
LAFCo Resolution 2014-0001

Exhibit B

Reporting Requirements

QUARTERLY REPORT

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

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 MCEMSA (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

Exhibit C

Definitions

Advanced Life Support (ALS)	Special services designed to provide definitive prehospital 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 Calaveras 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 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 MCEMSA 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 Calaveras 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. Breech 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.

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