Mountain Counties

EMERGENCY MEDICAL SERVICES AGENCY

TO: MCEMSA JPA Board of Directors

FROM: Jim Whitworth, Executive Director

DATE: October 16, 2026

RE: Agreement with NORCAL Ambulance for Non-Emergency IFT Transports

Enclosed for your review and approval is the agreement with NORCAL Ambulance for non-emergency inter-facility transfers in Amador, Calaveras and Mariposa Counties.

This agreement becomes effective December 1, 2026 and upon full execution by both parties, and will remain in effect for a period of One year, through November 30, 2027.

This agreement provides for an alternative provider of non-emergency IFT transfers in the event that either American Legion Ambulance or Mercy Medical Transport are unavailable to perform the transfer.

The Board is also asked to authorize the Executive Director to sign this agreement.

3505 Spangler Lane, Suite 405, Copperopolis, CA 95228 • (209) 529-5085 • Fax (209) 529-1496

Mountain Counties

EMERGENCY MEDICAL SERVICES AGENCY

AGREEMENT WITH

NORCAL AMBULANCE

TO PROVIDE BACK-UP BLS, ALS AND CCT NON-EMERGENCY GROUND AMBULANCE INTER-FACILITY TRANSFERS (IFT)

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THIS AGREEMENT, entered into as of the later of December 1, 2026, or the execution of the AGREEMENT by both parties; and ending on November 30, 2027 by and between the Mountain Counties EMS Agency, hereinafter called "Agency" and NORCAL Ambulance, hereinafter called “Contractor”;

RECITALS OF AUTHORITY

Whereas, pursuant to California Health and Safety Code, Section 1797.200, the Counties of Amador, Calaveras and Mariposa have designated the AGENCY to be the local EMS agency.

Whereas, Section 7.82 of Amador County Code "Ambulances” was adopted to enact formal policies and regulations which define the formal agreements between ambulance service providers and the local Emergency Medical Services AGENCY of the County of Amador;

Whereas, Section 5.26 of Calaveras County Code "Ambulance Ordinance of Calaveras County” was adopted to enact formal policies and regulations which define the formal agreements between ambulance service providers and the local Emergency Medical Services AGENCY of the County of Calaveras;

Whereas, Section 8.52 of Mariposa County Code "Ambulance Service” was adopted to enact formal policies and regulations which define the license requirements between ambulance service providers and the local Emergency Medical Services AGENCY of the County of Mariposa;

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, operational records and patient care records;

B. Monitor the CONTRACTOR'S 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 hours on the later of December 1, 2026, or the execution of the Agreement by both parties; and terminate at 2400 hours on November 30, 2027 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 provision of a secondary or back up provider of Non-Emergency Basic Life Support (BLS), Advanced Life Support (ALS) and/or Critical Care Transport (CCT) Inter-Facility Transfer (IFT) services in and out of Amador, Calaveras, and/or Mariposa County.

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: Eric Larimer, Chief Operations Officer
NORCAL Ambulance
1815 Stockton Blvd.
Sacramento, CA 95816

Agency: Jim Whitworth, Executive Director
Mountain Counties EMS Agency
3505 Spangler Lane, Suite 405
Copperopolis, CA 95228

1.5 Ambulance Service Authorization

In consideration for providing back up ambulance services in accordance with the terms described herein, CONTRACTOR is entitled to be a BLS, ALS, and/or CCT Ground Ambulance Service Provider for Non-Emergency IFT requests in and out of Amador, Calaveras, and/or Mariposa County..

SECTION 2: ROLES AND RESPONSIBILITIES

2.1 Agency's Functional Responsibilities

The AGENCY seeks to ensure that reliable, BLS, ALS and/or CCT inter-facility transport services are provided on an uninterrupted basis. The AGENCY seeks to

ensure that it protects the current ambulance provider agreements. If any part of this agreement is in conflict with the current ambulance provider agreement, the current ambulance provider agreement shall prevail. To accomplish this purpose, the AGENCY shall:

A. Monitor the CONTRACTOR'S operation as a Non-Emergency BLS, ALS and/or CCT ambulance provider within Amador, Calaveras and/or Mariposa County;

B. Monitor and evaluate contract performance and compliance; and

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

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-Emergency BLS, ALS and/or CCT Ground Ambulance for IFT requests in Amador, Calaveras and/or Mariposa County when requested and authorized. 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;

Contractor shall only provide inter-facility transports after approval or authorization from the current ambulance provider in the county.

B. Provide all ambulances, as well as other vehicles 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;

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

F. Comply with 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; and

J. Notify the AGENCY of all incidents in which the CONTRACTOR'S personnel fail to comply with protocols and/or contractual requirements in accordance with Section 5.2 of this Agreement.

K. CONTRACTOR assumes full responsibility for Non-Emergency BLS, ALS and/or CCT Ground Ambulance IFT services provided by CONTRACTOR'S agency.

L. Electronic Patient Care Report (ePCR) technology will be NEMSIS compliant with the most current data dictionary reporting standards as defined by the State EMS Authority.

SECTION 3: OPERATIONS

3.1 Dispatch Requirements

A. The CONTRACTOR shall utilize the authorized EMS dispatch center within Amador, Calaveras and/or Mariposa County.

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

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

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

3.2 Equipment and Supplies

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

1. CONTRACTOR shall maintain, and provide to the Contract Administrator, a complete listing of all ambulances (including reserve ambulances) 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 ambulances used under the agreement shall be reported to the Contract Administrator on the quarterly report.

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

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

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

B. Vehicle Failure – In each instance of a BLS, ALS and/or CCT Ambulance vehicle failure on a call resulting in the inability to continue the response to or transport of the patient, CONTRACTOR shall submit an Unusual Occurrence Report which at a minimum shall include: The time it took for another BLS, ALS and/or CCT Ambulance to respond to the same call; which Ambulance Provider responded; the reason or suspected reason(s) for vehicle failure and/or malfunction, and actions CONTRACTOR has taken to prevent similar failures.

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

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

1. All ambulance vehicles shall, as a minimum, meet all standards of 13 C.C.R., 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 C.C.R.
   a. A fine of $500.00 per day will be paid by the CONTRACTOR for every day CONTRACTOR is past the deadline set forth by AGENCY, FCC, or in the C.C.R. on implementation of regulations or mandates.

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

3. The AGENCY Medical Director or his/her designee(s) may at any time, without prior notice, inspect CONTRACTOR'S ambulances in order to verify compliance with this Agreement. An inspection may be postponed if it is shown that the inspection would unduly delay an ambulance from responding to an ambulance request. A memorandum of the inspection specifying any deficiencies, date of inspection, ambulance 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 ambulance may be immediately removed from service if, in the opinion of the EMS 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 unit that has been removed from service back in service immediately following the documented correction of the defined deficiency.

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

SECTION 4: PERSONNEL

4.1 Clinical and Staffing Standards

The AGENCY expects that the provision of Non-Emergency ambulance 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 as established by the State of California and the AGENCY for their level of certification. The CONTRACTOR shall be held accountable for its employees' certification, 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 during patient care management, use of safety apparel, identification, driver training and company orientation.

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

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, and certificates, 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 patient care records be completed by CONTRACTOR'S personnel per AGENCY policy.

6. Field 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 Non-Emergency ambulance service.

D. Orientation of New Personnel – CONTRACTOR shall ensure that field personnel are properly oriented before being assigned to respond to Non-Emergency medical requests. The orientation shall include, at a minimum, an EMS system overview; EMS policies and procedures including patient destination, and patient treatment protocols; radio communications with and between the ambulance, receiving facilities, and dispatch center; map reading skills, including key landmarks, routes to receiving facilities; and ambulance 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 shall maintain an on-going Non-Emergency vehicle operations course for ambulance personnel.

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

4.2 Compensation/Working Conditions for Ambulance Personnel

A. Work Schedules and Conditions

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

2. 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.

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

4.3 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 a non-medical emergency interfacility transfer 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 operations.

C. CONTRACTOR shall, upon request, furnish documentation satisfactory to the Health Officers in Amador, Calaveras and/or Mariposa Counties, 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 pre-hospital personnel shall be trained in prevention and universal precautions.

SECTION 5: QUALITY/PERFORMANCE

5.1 Inquiries and Complaints

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

5.2 Unusual Occurrences

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

5.3 Training Officer

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

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

SECTION 6: DATA AND REPORTING

6.1 Data System Hardware and Software

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

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

B. CONTRACTOR shall provide 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). Submission of PCR information shall continue monthly until such time AGENCY and CONTRACTOR are compatible and capable of daily transmission and; final protocols are established for transmission including addendums and corrections. Electronic PCRs shall utilize data elements outlined in EMD Provider AGENCY/Ambulance Data Requirements Policy and any other data elements requested by the AGENCY.

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

6.2 Use and Reporting Responsibilities

A. The EMS data system shall be used for documentation of patient medical records, continuous quality improvement, and reporting aggregate data as required by AGENCY.

The EMS data system shall contain all EMS responses and patient records. These patient records shall contain a unique identifier for each patient (e.g., Patient Care Report (PCR) number), automated dispatch system information for the response, pre-hospital personnel for the response, patient name, address, insurance type (e.g. private insurance, Medicare, Medi-Cal, Self-Pay), patient history and physical findings, treatment rendered, and disposition. The CONTRACTOR shall comply with the requirements for the PCR as identified in AGENCY policy. The CONTRACTOR shall utilize an EMS data system, approved by the AGENCY, that includes all of the fields required by AGENCY Data Collection and System Evaluation Policies.

6.3 Other Reporting Responsibilities

A. CONTRACTOR shall maintain current records related to EMT certification, Paramedic accreditation and/or RN MICN authorization and continuing education.

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

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

6.4 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, including EMS AGENCY representatives and the EMS Medical Director, may observe the CONTRACTOR'S operations. Additionally, 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.

C. AGENCY representatives may, at any time, and without notification, directly observe and inspect the CONTRACTOR'S operation, ride as "third person" on any of the CONTRACTOR'S ambulance units, provided however, that in exercising this right to inspection and observation, such representatives shall conduct themselves in a professional and courteous manner, 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.

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

E. Annual Financial Review – CONTRACTOR shall complete financial records in an auditable form and content according to Generally Accepted Accounting Principles. Financial records shall include report (Exhibit A). 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.

F. 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.

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

6.5 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 7: ADMINISTRATIVE REQUIREMENTS

7.1 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 Amador, Calaveras, and Mariposa County Counsels and each associated County Risk Management and shall be primary coverage as respects each County.

A. Insurance and Indemnification

1. Without limiting the Counties of Amador, Calaveras and Mariposa, 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 Counties of Amador, Calaveras and Mariposa 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. For the CONTRACTOR'S local operation in Amador, Calaveras, and/or Mariposa County - 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 Counties of Amador, Calaveras and Mariposa, its officers, agents, and employees, and the AGENCY, its officers, JPA Board of Directors, agents and employees, 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 Counties of Amador, Calaveras and Mariposa, its officers, agents, and employees, the AGENCY, its officers, JPA Board of Directors, agents and employees, 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 each 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 Counties, 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 or the Counties of Amador, Calaveras and Mariposa 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 Counties of Amador, Calaveras and Mariposa 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 Counties of Amador, Calaveras and Mariposa, 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, shareholders, 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. AGENCY, at its sole expense, shall maintain or cause to be maintained in full force and effect, general liability insurance in an amount of not less than $1,000,000 in coverage for each occurrence and an annual aggregate limitation of not less than $2,000,000. AGENCY shall provide CONTRACTOR, upon CONTRACTOR'S request, a certificate of insurance stating that such insurance coverage has been obtained and is in full force and effect.

7.2 Business Office, Billing and Collection System

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

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

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

C. 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:

1. Compliance with Non-Discrimination Laws. During the performance of this Agreement, CONTRACTOR will comply with Title VII of the Civil Right 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 8: FISCAL REQUIREMENTS

8.1 General Provisions

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

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

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

D. CONTRACTOR shall maintain copies of all financial statements, records and receipts that support and identify operations for a minimum of five (5) 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.

8.2 Billing and Collections

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

8.3 Reporting Responsibilities

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

SECTION 9: GENERAL AGREEMENT REQUIREMENTS

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

E. 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.

F. 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 Amador, Calaveras, and/or Mariposa County withdraw from the

Mountain Counties EMS Agency Joint Powers Agreement, this Agreement may be assigned to the withdrawing County or their designee.

G. The terms of this Agreement shall be in full force and effect for a period of one (1) year 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. Pursuant to the Guidelines established by the State Emergency Medical Services Authority, the Agreement may be reviewed annually, and all Parties shall be under a duty to act in good faith to renegotiate the Agreement on an annual basis if any Party expresses a need for such renegotiation. Such renegotiation shall not result in termination of this Agreement.

9.2 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 ambulances and non-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. Failure of CONTRACTOR having prior authorization from the current contracted ambulance provider in Amador, Calaveras and/or Mariposa County.

C. Willful falsification of information supplied by CONTRACTOR in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and non-emergency medical services program, including, but not limited to, dispatch data, and patient reporting data, as relates to this Agreement;

D. 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;

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

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

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 comply with required payment of fees within thirty (30) calendar days of written notice of the imposition of such fee;

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

K. 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;

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

M. Failure to timely prepare and submit the required monthly and annual report.

9.3 Opportunity to Cure

Prior to a Declaration of Major Breach by Contract Administrator, Contract Administrator shall provide CONTRACTOR with no less than thirty (30) days advance written notice citing, with specificity, the basis for Major Breach. In the event CONTRACTOR cures the Major Breach within such thirty (30) 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 for 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.

9.4 Agency Responsibilities

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

9.5 Indemnification for Damages, Taxes and Contributions

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless AGENCY or the Counties of Amador, Calaveras and Mariposa 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).

9.6 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 (over 18), 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.

9.7 Independent Contractor Status

CONTRACTOR is an independent CONTRACTOR and not an employee of AGENCY or the Counties of Amador, Calaveras, and/or Mariposa. CONTRACTOR is responsible for all insurance (worker's 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.

9.8 Non-assignment and Non-delegation

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

9.9 Monitoring Costs

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

9.10 Entire Agreement

This Agreement and the exhibits attached hereto constitute the entire Agreement between AGENCY and CONTRACTOR and supersede 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.

9.11 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.

9.12 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.

9.13 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.

9.14 Miscellaneous

There shall be no reimbursement from the AGENCY or the Counties of Amador, Calaveras and Mariposa for services provided pursuant to this Agreement except as provided pursuant to separate agreements.

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

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

APPROVED:

MOUNTAIN COUNTIES EMS AGENCY

By: _____
Jim Whitworth
Executive Director

APPROVED:

NORCAL AMBULANCE

By: _____
Eric Larimer
Chief Operations Officer

Exhibit A

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

1. Year End Financials to include:
    - Operating Revenue
    - Operating Expenses
    - Accounts Receivables
    - Payer Mix
    - Collection Rate

2. Personnel Manual

3. Union Contract

4. New Employee List

Exhibit B

Dispatch Determination of a Medical Emergency

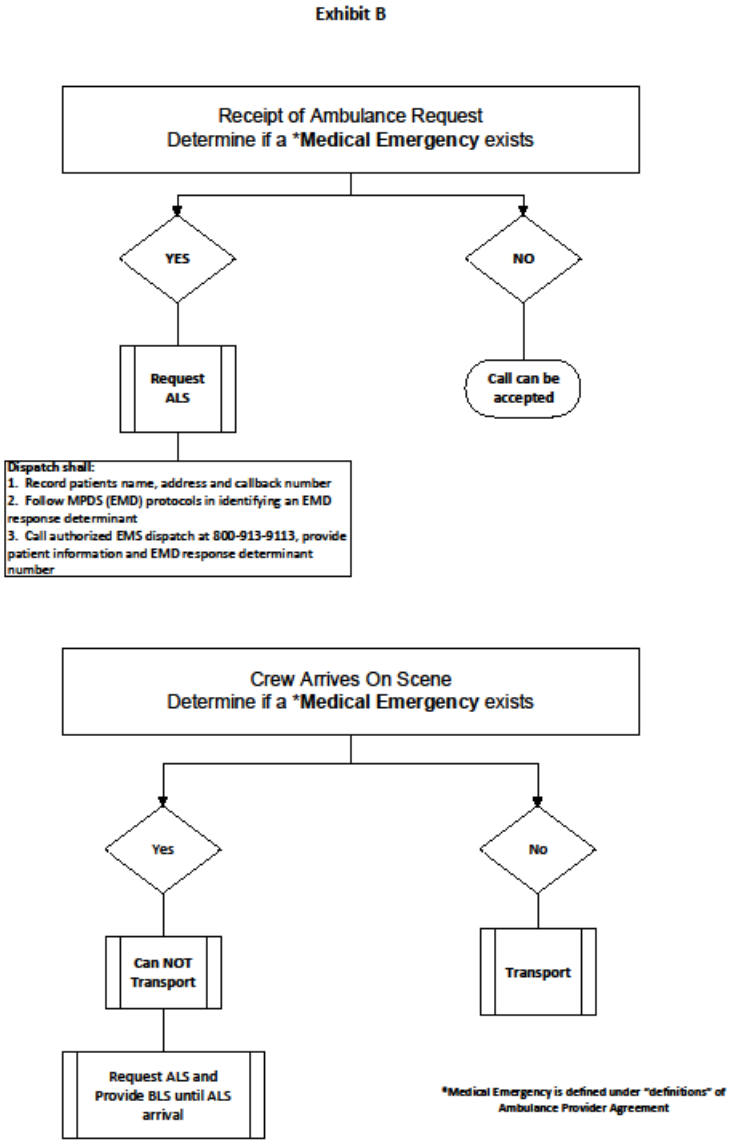

Exhibit C

Definitions

Agency Policies, Procedures and Protocols	All policy, procedure and protocol documents developed through the process described in AGENCY policies (131.00 through 133.00).
Authorized EMS Dispatch Center	A dispatch center recommended by the Local EMS AGENCY and approved and authorized by the Board of Supervisors to dispatch the Emergency Ground Ambulances of the Authorized ALS Ambulance Provider under contract to provide Emergency Ground Ambulance Services within the Counties of Amador, Calaveras and Mariposa.
Basic Life Support (BLS) Ambulance	An ambulance staffed and equipped to provide basic life support in full compliance with the California Health and Safety Code, Division 2.5, Section 1797.60, all regulations of the State of California, the Ambulance Ordinances of Amador, Calaveras and Mariposa Counties and AGENCY Policies, Procedures and Protocols.
CCT	Critical Care Transport: The provision of medical care by a critical care team to a patient requiring critical care transport by a critical care transport agency such that the failure to initiate on an urgent basis, or maintain during transport, acute medical interventions, pharmacological interventions, or technologies would likely result in sudden, clinically significant or life threatening deterioration in the patient's condition.
CQI	Continuous Quality Improvement.
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 emergency medical personnel or a public safety agency.

Emergency Medical Dispatch (EMD)	A nationally recognized set of standards used by specially trained dispatch personnel that focus upon four main functions: (1) To receive and process telephone calls; (2) To dispatch and coordinate EMS resources based upon prioritization principles that consider the level of the emergency and availability of local EMS resources; (3) To provide medical instruction to callers (pre-arrival instructions) and scene information to EMS crews (post-dispatch); and (4) To coordinate with other public safety agencies.
Emergency Medical Personnel	All public safety-first responders, Emergency Medical Dispatchers, EMTs and Paramedics functioning within the Emergency Medical Services System.
Emergency Medical Technician (EMT)	As defined in California Health and Safety Code Section 1797.80.
First Responder	A fire department vehicle or police vehicle with personnel capable of providing appropriate Prehospital care.
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)
Interfacility Transfer	The movement of a patient from a hospital emergency department or a hospital inpatient area hereafter referred to as “facility”, to any other facility for the purpose of evaluation or treatment at a higher level of care.
Life Threatening Emergency	The term used to denote a condition or situation in which an individual has a need for immediate medical attention requiring a Code Three response based upon the patient’s reported medical condition, or where the potential for such need is perceived by public safety personnel or Emergency Medical Personnel at the scene of an emergency or dispatch personnel at an Authorized EMS Dispatch Center or an Authorized ALS Ambulance Provider.

Major Breach	The failure to comply with this Agreement (including but not limited to CONTRACTOR'S failure to comply with AGENCY'S Policies, Procedures, and Protocols). The determination of a Major Breach of the Agreement shall be by action of Contract Administrator and shall result in corrective action, suspension or termination of this Agreement.
Medical Director	A physician with experience in emergency medical systems who provides medical oversight to the Mountain Counties EMS Systems in each member county, pursuant to Section 1797.204 of the Health and Safety Code.
Non-Emergency Interfacility Transfer	The term used to denote a condition or situation in which an individual has not experienced a sudden or unexpected change in their medical condition and does not meet the EMD protocol for a life threatening or non-life threatening emergency, and where the potential for such need is not perceived by Emergency Medical Personnel at the scene of an emergency, dispatch personnel at an Authorized EMS Dispatch Center, or an Authorized ALS Ambulance Provider.
Non-LifeThreatening Emergency	The term used to denote a condition or situation in which an individual has a need for medical attention requiring a Code Two response based upon the patient's reported medical condition, or where the potential for such need is not perceived by Emergency Medical Personnel at the scene of an emergency, dispatch personnel at an Authorized EMS Dispatch Center, or an Authorized ALS Ambulance Provider.
Quality Improvement Program	Methods of evaluation that are composed of structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process and recognize excellence in performance and delivery of care.

Unusual Occurrence Any occurrence or allegation of any of the following;

A. 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 ambulance. ALS First Response Vehicle, or Supervisor vehicle
F. Critical vehicle failure that interferes with response, transport, or treatment
G. Communication system failure that interferes with response, transport, or treatment
H. Major biomedical equipment failure directly related to the care of the patient
I. Serious complaints against employees
J. Drug adulteration or diversion
K. Suspected violations of Division 2.5 Health & Safety Code
L. Failure to follow AGENCY policies/procedures
M. Any recognition of exceptional effort or service provided by EMS personnel.

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Exhibit D

Monitoring Fees

Non-Emergency Transport Call Volume Fee

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