

ORIGINAL AGREEMENT - 01/01/2011 TO 12/31/2016
FIRST AMENDMENT - 01/01/2017 to 12/31/2018
SECOND AMENDMENT - 01/01/2019 to 12/31/2019
THIRD AMENDMENT - 01/01/2020 to 06/30/2020
FOURTH AMENDMENT - 07/01/2020 to 12/31/2020
FIFTH AMENDMENT
AMBULANCE PROVIDER AGREEMENT
BETWEEN THE MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY
AND
MERCY MEDICAL TRANSPORTATION INC.,

THIS FIFTH AMENDMENT TO AGREEMENT ("*Amendment*") is made effective January 1, 2021, by and between the Mountain-Valley EMS Agency, hereinafter referred to as "Agency," and Mercy Medical Transportation Inc., hereinafter referred to as the "Provider."

This Amendment modifies the Ambulance Provider Agreement between the parties dated January 1, 2011 (the "*Agreement*"). For good and valuable consideration, the parties agree that said Agreement is

1. Section 12. CONTRACT PERFORMANCE/BREACH/DEFAULT/TAKEOVER, Item 12.7. The term of the Agreement is extended for a period not to exceed 1 year and ending with the execution of a new contract.

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

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

Mountain-Valley EMS Agency

By: 
Lance Doyle

Title: Executive Director

Date: 12-9-2020

Mercy Medical Transportation Inc.,

By: 
Richard Roesch

Title: President/CEO

Date: 11-16-2020

ORIGINAL AGREEMENT - 01/01/2011 TO 12/31/2016
FIRST AMENDMENT - 01/01/2017 to 12/31/2018
SECOND AMENDMENT - 01/01/2019 to 12/31/2019
THIRD AMENDMENT - 01/01/2020 to 06/30/2020
FOURTH AMENDMENT
AMBULANCE PROVIDER AGREEMENT
BETWEEN THE MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY
AND
MERCY MEDICAL TRANSPORTATION INC.,

THIS FOURTH AMENDMENT TO AGREEMENT ("*Amendment*") is made effective July 1, 2020, by and between the Mountain-Valley EMS Agency, hereinafter referred to as "Agency," and Mercy Medical Transportation Inc., hereinafter referred to as the "Provider."

This Amendment modifies the Ambulance Provider Agreement between the parties dated January 1, 2011 (the "*Agreement*"). For good and valuable consideration, the parties agree that said Agreement is

1. Section 12. CONTRACT PERFORMANCE/BREACH/DEFAULT/TAKEOVER, Item 12.7. The term of the Agreement is extended through December 31, 2020.

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

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

Mountain-Valley EMS Agency

Mercy Medical Transportation Inc.,

By:  _____
Lance Doyle

By:  _____
Richard Roesch

Title: Executive Director

Title: President/CEO

Date: 6-10-2020

Date: 6-2-2020

THIRD AMENDMENT
AMBULANCE PROVIDER AGREEMENT
BETWEEN THE MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY
AND
MERCY MEDICAL TRANSPORTATION INC.,

THIS THIRD AMENDMENT TO AGREEMENT ("*Amendment*") is made effective January 1, 2020, by and between the Mountain-Valley EMS Agency, hereinafter referred to as "Agency," and Mercy Medical Transportation Inc., hereinafter referred to as the "Provider."

This Amendment modifies the Ambulance Provider Agreement between the parties dated January 1, 2011 (the "*Agreement*"). For good and valuable consideration, the parties agree that said Agreement is

1. Section 12. CONTRACT PERFORMANCE/BREACH/DEFAULT/TAKEOVER, Item 12.7. The term of the Agreement is extended through June 30, 2020.

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

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

Mountain-Valley EMS Agency

Mercy Medical Transportation Inc.,

By: 
Lance Doyle

By: 
Richard Roesch

Title: Executive Director

Title: President/CEO

Date: 12-16-19

Date: 11-1-19

ORIGINAL AGREEMENT – 01/01/2011 TO 12/31/2016
FIRST AMENDMENT – 01/01/2017 to 12/31/2018
SECOND AMENDMENT
AMBULANCE PROVIDER AGREEMENT
BETWEEN THE MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY
AND
MERCY MEDICAL TRANSPORTATION INC.,

THIS SECOND AMENDMENT TO AGREEMENT (“*Amendment*”) is made effective January 1, 2019, by and between the Mountain-Valley EMS Agency, hereinafter referred to as “Agency,” and Mercy Medical Transportation Inc., hereinafter referred to as the “Provider.”

This Amendment modifies the Ambulance Provider Agreement between the parties dated January 1, 2011 (the “*Agreement*”). For good and valuable consideration, the parties agree that said Agreement is

1. Section 12. CONTRACT PERFORMANCE/BREACH/DEFAULT/TAKEOVER, Item 12.7. The term of the Agreement is extended through December 31, 2019.

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

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

Mountain-Valley EMS Agency

Mercy Medical Transportation Inc.,

By:  _____
Lance Doyle

By: _____
Richard Roesch

Title: Executive Director

Title: President/CEO

Date: 12-19-18 _____

Date: _____

ORIGINAL AGREEMENT – 01/01/2011 TO 12/31/2016
FIRST AMENDMENT
AMBULANCE PROVIDER AGREEMENT
BETWEEN THE MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY
AND
MERCY MEDICAL TRANSPORTATION INC.,

THIS FIRST AMENDMENT TO AGREEMENT (“*Amendment*”) is made effective January 1, 2017, by and between the Mountain-Valley EMS Agency, hereinafter referred to as “Agency,” and Mercy Medical Transportation Inc., hereinafter referred to as the “Provider.”

This Amendment modifies the Ambulance Provider Agreement between the parties dated January 1, 2011 (the “*Agreement*”). For good and valuable consideration, the parties agreed that said Agreement is

1. Section 12. CONTRACT PERFORMANCE/BREACH/DEFAULT/TAKEOVER, Item 12.7. The term of the Agreement is extended through December 31, 2018.

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

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

Mountain-Valley EMS Agency

Mercy Medical Transportation Inc.,

By: _____
Richard Murdock

By: _____
Richard Roesch

Title: Executive Director

Title: President/CEO

Date: _____

Date: _____

AMBULANCE PROVIDER AGREEMENT

This Ambulance Provider Agreement, (AGREEMENT), entered into this first day of January, 2011 and ending December 31, 2016, by and between Mercy Medical Transportation Inc., ("CONTRACTOR"), and the Mountain-Valley EMS Agency, ("AGENCY"), herein after PARTIES.

RECITALS OF AUTHORITY

Whereas, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Mariposa has designated the Agency to be the local EMS agency and to develop a written agreement with any qualified EMT-P Service Provider that wishes to participate in the Advanced Life Support program in Mariposa County; and

Whereas, Title 22 California Code of Regulations Section 100167, Division 9, Chapter 4, Article 7, requires Paramedic Service Providers to have a written agreement with the local EMS Agency to provide advanced life support; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 - DEFINITIONS

1.1 Advanced Life Support Ambulance (ALS Ambulance) - A ground ambulance which provides transport of the sick and injured and is staffed and equipped to provide advanced life support consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and AGENCY policies and procedures.

1.2 AGENCY Policies, Procedures and Protocols - All policy, procedure and protocol documents developed through the process described in AGENCY policies (number 131.00 through 133.00).

1.3 ALS Ground Ambulance Services - The provision of those services by an authorized ALS Provider pursuant to an Ambulance Provider Agreement consistent with the California Health and Safety Code, Division 2.5, Section 1797.52 and AGENCY policies and procedures.

1.4 Available on Radio (AOR) - The time that an Emergency Ground Ambulance is available on radio/pager to respond as directed by the Authorized EMS Dispatch Center.

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1.5 Arrive Destination, On Scene Hospital (OSH) - The time that an Emergency Ground Ambulance arrives at an approved receiving facility (or location) or at the point where it is to rendezvous with another ambulance or air ambulance service provider.

1.6 At Scene, On Scene (OS) – For the purposes of measuring the CONTRACTOR's Response Time compliance in this AGREEMENT, "At Scene," "On Scene" shall be understood to mean the time the Emergency Ground Ambulance arrives at the address site or at a designated or assigned staging area. In the case of significantly encumbered/restricted access to the patient, the terms "At Scene," "On Scene" shall be understood to mean the time the Emergency Ground Ambulance arrives at the restricted access point, e.g. staging area, at the gate of a closed gated community, or rendezvous point to be escorted to the patient by another individual.

1.7 Back-up - An ambulance and crew requested to assist other ambulance(s) and crew(s) on the scene of a Medical Emergency.

1.8 Basic Life Support Ambulance (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 and AGENCY Policies, Procedures and Protocols.

1.9 Call Received, Time of Call (TOC) - The time that the callback number, location, and symptom(s)/type of incident has been received at the Authorized EMS Dispatch Center such that a proper dispatch can be determined and made.

1.10 Designated Emergency Medical Dispatch Center - A dispatch center that meets the requirements set forth in AGENCY policy #311.00.

1.11 Dispatched (DSP) - The time that the responding crew is initially alerted to the incident and has received enough information to respond appropriately (i.e. location, map page numbers, response code).

1.12 Emergency Ground Ambulance - An ambulance staffed and equipped in compliance with AGENCY policies and procedures to respond to emergency requests.

1.13 Emergency Ground Ambulance Services - All ambulance services performed at the request of a 911 dispatch center or determined to be either a Priority 1, Priority 2, or Priority 3 level response by a Designated

AMBULANCE PROVIDER AGREEMENT

Emergency Medical Dispatch Center using Emergency Medical Dispatch certified personnel as approved by the AGENCY to be provided either: a) in response to a Medical Emergency or b) in a situation requiring an immediate response based upon the patients medical need.

1.14 Emergency Medical Dispatch - is 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.

1.15 Emergency Medical Personnel - All Public Safety First Responders, Emergency Medical Dispatchers, EMTs and Paramedics functioning within the emergency medical services system.

1.16 Enroute (ER) - The time that a fully staffed Emergency Ground Ambulance has departed in order to respond to a request for Emergency Ground Ambulance Services.

1.17 Estimated Time of Arrival (ETA) - The estimated time that emergency medical services resources will arrive at a specific location.

1.18 From Scene, En route Hospital (ERH) - The time that the ambulance departs from the scene en route to an appropriate receiving location or rendezvous point.

1.19 Map Zone - The designation of an area on a map which has been given a numeric designation.

1.20 Medical Emergency - The term used to denote 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 a Public Safety Personnel, Emergency Medical Personnel at the scene of an emergency, or Dispatch Personnel at a Designated EMS Dispatch Center.

1.21 Urban - The term used to denote a geographic service area with a population density of greater than 100 persons per square mile.

1.22 "Move-up" - The term used to denote an Emergency Ground Ambulance that has been moved to an area to provide mutual aid coverage.

AMBULANCE PROVIDER AGREEMENT

1.23 Multi-Casualty Incident (MCI) Plan - The procedure followed per AGENCY policy in the event that an MCI is declared.

1.24 Non Medical Emergency - The term used to denote a condition or situation in which an individual does not have a need for immediate medical attention, or where the potential for such need is not perceived by Emergency Medical Personnel at the scene of an emergency or dispatch personnel at an Designated EMS Dispatch Center.

1.25 Posting - The term used to denote an Emergency Ground Ambulance that has been strategically located to meet response time requirements.

1.26 Record of Calls - As required in Title 13 of the California Code of Regulations, Chapter 5, Article 1, section 1100.7: Every ambulance service shall maintain a current record of each emergency call and shall retain such record for a minimum of three years and contain the following information: (a) Date and time of emergency call, location where service is needed, and identity of person receiving the call for ambulance service; (b) Identity of person or, when applicable, the name of the agency requesting an ambulance; (c) Identification of each ambulance and personnel dispatched, and record of siren and red light use; (d) Explanation of any failure to dispatch an ambulance as requested; (e) TOC, DSP, ER, ERH, OSH, and AOR (f) Destination of patient and time of arrival at destination; (g) Name or other identification of patient (if name available) or description of item requiring emergency transportation.

1.27 Response Codes - The dispatch term which denotes the level of priority for units responding to the scene as defined herein:

1.27.1 Priority 1 – A lights and siren emergency response for a presumed life-threatening condition.

1.27.2 Priority 2 – A lights and siren emergency response for a presumed non-life threatening emergency condition. Calls cannot be stacked or held.

1.27.3 Priority 3 – A non-lights and siren emergency response for a presumed non-life threatening, but urgent condition. Calls cannot be stacked or held.

AMBULANCE PROVIDER AGREEMENT

1.27.4 Priority 4 – A non-lights and siren emergency response for a presumed non-life threatening, but urgent interfacility transfer.

1.27.5 Priority 5 – A non-emergency response for a scheduled or non-scheduled ambulance transport. If no pickup time is arranged and/or documented, the call will be classified as a Priority 3 (pre hospital) or Priority 4 (interfacility) response.

1.27.6 Priority 6 – Out of county scheduled ambulance transport

1.27.7 Priority 7 – Special event or public assist ambulance standby.

1.28 Response Time - The time measured from the Time of Dispatch (DSP) until On Scene.

1.29 Rural - The term used to denote a geographic service area with population density of 7 to 50 persons per square mile.

1.30 Standby - The term used to denote that an EMS vehicle is staged near an activity in which it is presumed there is a high likelihood that a Medical Emergency will occur.

1.31 Suburban - The term used to denote a geographic service area with a population density of 51 to 100 persons per square mile

1.32 Wilderness - The term used to denote a geographic service area with a population density of less than 7 persons per square mile.

2 - GEOGRAPHIC DESCRIPTION OF AREA TO BE SERVED

2.1 In consideration for providing ambulance services in accordance with the terms described herein, the CONTRACTOR is entitled to be a provider of ALS and BLS ground ambulance services within Mariposa County.

3 - PERFORMANCE STANDARDS/EXCEPTIONS/DISPUTES

3.1 The CONTRACTOR shall adhere to all EMS policies of the AGENCY and shall comply with all Federal, State, and local laws, rules and regulations.

AMBULANCE PROVIDER AGREEMENT

3.2 The CONTRACTOR shall utilize ALS Ambulances to provide services under this AGREEMENT on a twenty-four (24) hour per day basis in response to all Priority 1, Priority 2, and Priority 3 calls dispatched by the Designated Emergency Medical Dispatch Center. In addition to dedicated ALS Ambulances, CONTRACTOR may provide ambulances staffed and equipped at the Basic Life Support (BLS) level. BLS Ambulances may be utilized for pre-arranged sub-acute patients, and may only respond to an emergency call when there is system overload (all ALS Ambulances within the area and adjacent areas are unavailable when requested by the "Designated Emergency Medical Dispatch Center") and transport must be authorized by the Base Hospital MICN or Physician or pursuant to AGENCY policies and procedures. In each instance in which a BLS Ambulance is utilized for an emergency call, the CONTRACTOR shall submit an Unusual Occurrence Report Form which at a minimum shall indicate: the reason or suspected reason(s) there were no ALS Ambulances available, the status of alternate ALS Ambulances which could have reasonably been requested, what efforts were made to expedite use of an ALS ambulance for the transport.

3.3 The CONTRACTOR shall record or cause to be recorded the Map Zones and the times at each of the stages of a response as defined herein (TOC, DSP, ER, OS, ERH, OSH, AOR) for each and every request for service on the established pre-hospital care report.

3.4 The CONTRACTOR shall maintain the capability of immediately (less than 120 seconds from (DSP until ER) having an ALS Ambulance en route to not less than 90 percent of the Code-Three calls in the geographic service area(s) defined herein as measured each calendar quarter during the term of this AGREEMENT.

3.5 The CONTRACTOR shall endeavor to assure that an ALS Ambulance is on the scene of all Code Three calls 90 percent of the time as measured from the time Dispatched (DSP) until time At Scene, On Scene (OS) each month within the geographic service area(s) as defined in Exhibit A herein:

- 3.5.1 within 8 minutes for map zones designated as Urban;
- 3.5.2 within 12 minutes for map zones designated as Suburban;
- 3.5.3 within 20 minutes for map zones designated as Rural;
- 3.5.4 as soon as possible for map zones designated as Wilderness

AMBULANCE PROVIDER AGREEMENT

3.6 The CONTRACTOR shall "standby" at any location within Mariposa County as directed by the Designated Emergency Medical Dispatch Center.

3.7 In each instance of an ALS Ambulance vehicle failure on an emergency call resulting in the inability to continue the response to or transport of the patient, CONTRACTOR shall submit an Unusual Occurrence Report to the AGENCY.

3.8 In each instance where the mode of patient transport changes due to vehicle failure and/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 report regarding the medical care the patient received by each ambulance crew.

3.9 The CONTRACTOR agrees to designate a Paramedic, approved by the AGENCY, to act as Training Officer who shall oversee the required training and orientation of all new EMT's and Paramedics employed by the CONTRACTOR, and shall complete and maintain a written evaluation of each new employee verifying orientation requirements have been completed. CONTRACTOR shall provide AGENCY with verification upon request. These orientation requirements shall include, the MCI Plan, all local policies and procedures, and any additional training required by the AGENCY. The Training Officer shall attend scheduled training meetings as required by the AGENCY.

3.10 The CONTRACTOR agrees to post at each station all notices from the AGENCY directed to field personnel. In addition, the CONTRACTOR agrees to have an up to date AGENCY Policy and Procedure Manual at each station accessible to all personnel.

3.11 CONTRACTOR shall designate a Paramedic or Registered Nurse, approved by the Agency, to function as a Quality Improvement 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.

3.11.1 The roles of the Training Officer and Quality Improvement Liaison may be filled by a single individual.

AMBULANCE PROVIDER AGREEMENT

3.12 The CONTRACTOR shall attempt to enter into mutual aid agreements with providers in adjacent service areas outside of Mariposa County. Any such agreement shall be sent to the AGENCY upon request.

4 - COMMUNICATION/DISPATCH STANDARDS

4.1 The CONTRACTOR shall obtain, install, and maintain in CONTRACTOR's ambulances all such radio and telecommunications equipment as is determined through AGENCY policy to be necessary for the effective and efficient dispatch of ambulances and for effective and efficient communication with Public Safety Agencies, and air ambulance service providers.

4.2 The CONTRACTOR shall obtain, install, and maintain in CONTRACTOR'S ambulances all such radio equipment as is deemed by AGENCY policy to be appropriate for transmission of voice communications for medical direction by base hospitals designated by the AGENCY.

4.3 The CONTRACTOR shall be fiscally responsible for installation, purchase/rental and maintenance of radio equipment provided under Paragraphs 4.1 and 4.2 above.

4.4 The CONTRACTOR shall ensure the performance of daily radio equipment checks with their primary base hospital and the Designated Emergency Medical Dispatch Center.

4.5 The CONTRACTOR shall establish policies which ensure that, upon receipt of a private request for emergency ambulance service, pertinent information including callback number, location, and nature of the incident is ascertained and immediately transferred to the Designated Emergency Medical Dispatch Center.

4.6 When requested by the Designated Emergency Medical Dispatch Center, the CONTRACTOR shall immediately and accurately report the current location of each ALS Ambulance to the Dispatch Center.

4.7 The CONTRACTOR shall ensure that a "Record of Calls", as defined in Title 13 of the California Code of Regulations Section 1100.7 is maintained. In addition, this record shall be kept for all requests for service, including non-emergencies, inter-facility transfers, dry runs, and back-ups.

4.8 In all cases the CONTRACTOR shall immediately notify the Designated Emergency Medical Dispatch Center of any change of ALS Ambulance availability status.

AMBULANCE PROVIDER AGREEMENT

5 - EQUIPMENT & SUPPLY STANDARDS

5.1 The CONTRACTOR shall ensure that each 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.

5.2 All ambulance vehicles shall, as a minimum, meet standards of Title 13, California Code of Regulations. CONTRACTOR shall have and maintain the required inventory on each ambulance used for patient transport as specified by AGENCY policy.

5.3 The EMS Medical Director or his/her agents 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 emergency call. 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 agent, 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.

5.4 The 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 within 10 days of the request.

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

6 - PERSONNEL STANDARDS

6.1 When responding to a Medical Emergency call, an Emergency Ground Ambulance shall be staffed in accordance with AGENCY policy.

AMBULANCE PROVIDER AGREEMENT

6.2 CONTRACTOR shall ensure that all employees providing patient care comply with training/certification requirements as established by the State of California, and the AGENCY for their level of certification or licensure. CONTRACTOR agrees to assist with efforts by personnel who need to attend and participate in regularly scheduled in-service training provided by base hospitals.

6.3 CONTRACTOR shall submit to the AGENCY, upon request, its current personnel policy and procedure manuals which shall address, at a minimum, staffing and shift scheduling, avoidance of crew fatigue, crew quarters, conduct at a scene, conduct in relation to first responder personnel, conduct during patient care management, contact with base hospital(s), use of safety apparel, identification, driver training and company orientation.

6.4 CONTRACTOR shall insure that all personnel wear appropriate uniform attire and display certification levels.

6.5 CONTRACTOR shall maintain a record of EMT and Paramedic staff utilization schedules for at least 36 months and make it available to the AGENCY upon request.

6.6 CONTRACTOR shall have in place policies which require that: No employee shall perform any services as contemplated herein while under the influence of any alcoholic beverage, illegal drug, or narcotic. Nor shall they perform such services under the influence of other substances, including prescription or non-prescription medications, which might impair their physical or mental performance.

6.7 The CONTRACTOR shall ensure that new employees have completed requirements pursuant to AGENCY policy.

6.8 CONTRACTOR shall have in place policies which require that personnel follow all AGENCY Policies, Procedures and Protocols.

6.9 CONTRACTOR shall maintain a current list of ambulance employee personnel including their addresses, phone numbers, qualifications, certificates, and licenses with expiration dates and shall provide AGENCY with list upon request.

AMBULANCE PROVIDER AGREEMENT

6.10 CONTRACTOR shall require that all Paramedic personnel have successfully completed courses in Advanced Cardiac Life Support, and either Pediatric Emergencies for Pre Hospital Personnel or Pediatric Advanced Life Support, and either Basic Trauma Life Support or Pre Hospital Trauma Life Support with 18 months of being hired. Those personnel that have already completed said courses (or equivalent) and maintain certification with the required course updates at two-year intervals shall not be required to retake the original course. All Paramedic personnel shall be required to recertify in the above courses every two years. Such recertification courses must be approved by the Agency. These training requirements must be met, no later than June 30, 2012, by Paramedic employees on staff as of January 1, 2011.

7 - AMBULANCE STATIONS/CREW QUARTERS

7.1 CONTRACTOR agrees to maintain a crew quarters at any location where ambulance crews and student/trainees are normally scheduled to work shifts exceeding twelve (12) hours.

7.2 Ambulance crew quarters shall include shower, toilet, kitchen, day room, and sleeping facilities for at least three (3) persons and shall be maintained in a safe and clean condition in accordance with IWC Title 9 Section 8 of the Federal Housing Authority.

7.3 Ambulance stations shall include an EMS bulletin board. In addition, the CONTRACTOR agrees to have an updated AGENCY Policies and Procedures Manual at each station accessible to all personnel.

8 - RECORDS/REPORTS

8.1 CONTRACTOR shall complete financial records in an auditable form and content according to accepted accounting practices. Financial records shall include all costs, expenses, expenditures, revenues, accounts receivable, and billings pertinent to performance of this AGREEMENT and shall be made available to the AGENCY for inspection at CONTRACTOR's sites 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

AMBULANCE PROVIDER AGREEMENT

required by law. In implementing this paragraph, the AGENCY shall contact CONTRACTOR and notify it promptly in the event of a request for their financial records.

8.2 All records maintained pursuant to this AGREEMENT shall be available for inspections, audit, or examination by the AGENCY or by their designated representatives, and shall be preserved by CONTRACTOR for at least three (3) years from the termination of this AGREEMENT. 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.

8.3 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.

8.4 CONTRACTOR shall provide information and reports as the AGENCY may require to monitor the performance of the CONTRACTOR under this AGREEMENT.

8.5 CONTRACTOR shall provide Patient Care Record (PCR) information in an electronic format for each call that requires the generation of a Patient Care Record by ambulance personnel per AGENCY policy, on a daily basis. The daily submission of electronic PCR information shall include data no later than from three (3) working days from 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, at a minimum, the CEMISIS and any other data elements requested by the AGENCY. PCRs shall be delivered to the emergency department at the time of patient delivery per AGENCY policy at least 90% of the time during any three-month period. 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.

AMBULANCE PROVIDER AGREEMENT

8.6 CONTRACTOR agrees that as part of the AGENCY's responsibility to ensure quality of service that the AGENCY may publish periodic reports related to CONTRACTOR's performance under this AGREEMENT.

9 - INSURANCE AND INDEMNIFICATION

9.1 CONTRACTOR shall at all times during the term of the AGREEMENT maintain in force those insurance policies as outlined in California Highway Patrol Regulations, to include:

9.1.1 General liability, bodily injury and property damage liability insurance in the minimum amount of three million (\$3,000,000) for each occurrence

9.1.2 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 two million (\$2,000,000) dollars.

9.1.3 Workman's Compensation Insurance, providing full statutory coverage, in accordance with the California Labor Code, for any and all of the CONTRACTORs personnel who will be assigned to the performance of the AGREEMENT by the CONTRACTOR.

9.2 Such insurance policies shall name the County of Mariposa, its officers, agents, and employees and the AGENCY, its officers, 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 County of Mariposa, its officers, agents, and employees, the AGENCY, its officers, 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 cancelled or changed to restrict coverage without a minimum of thirty (30) calendar days written notice given to the County of Mariposa

AMBULANCE PROVIDER AGREEMENT

and the AGENCY. If such insurance policies have a deductible or a 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.

9.3 CONTRACTOR agrees to defend, indemnify and to save and hold harmless the AGENCY and it's officers, employees, and agents and each of them, from and against all claims, damages, losses, judgments, liabilities, costs, demands, causes of action, suits, losses, expenses, other costs including litigation costs and attorney's fees, or other detriment or liability arising out of, resulting from or in connection with the performance of this AGREEMENT by CONTRACTOR or CONTRACTOR's agents, officers, or employees. The AGENCY shall promptly notify CONTRACTOR of any such claim, action, or proceeding and shall cooperate fully in the defense of any and all such claims actions, or proceedings.

9.4 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.

9.5 CONTRACTOR shall save and hold harmless AGENCY and it's 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 for damages to property arising from or out of CONTRACTOR's performance of the AGREEMENT.

9.6 CONTRACTOR's obligation to defend, indemnify, and hold the AGENCY, its 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.

9.7 AGENCY agrees to defend, indemnify, save and hold harmless the CONTRACTOR and it's 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, or in connection with the performance of this AGREEMENT by AGENCY or AGENCY's agents, officers, or employees.

9.8 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,

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judgments, orders of a court, and any other detriment or liability that may arise from any injury to a person or persons 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.

9.9 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.

10 - NON-DISCRIMINATION

10.1 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:

During the performance of this AGREEMENT, AGENCY and CONTRACTOR and their subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONTRACTOR and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (government Code, Section 12900 et seq.) and the applicable regulations of the Fair Employment and Housing Commission. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. AGENCY and CONTRACTOR and their subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontractors to perform work under the contract.

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11 - COMPENSATION/RATES

11.1 All bills submitted by CONTRACTOR to any private party or third party payor for emergency services rendered under this AGREEMENT shall not exceed the rates which have been reported to the AGENCY.

11.2 This AGREEMENT shall not be deemed to have been made for the express or implied benefit of any person who is not a party hereto.

11.3 CONTRACTOR agrees to provide AGENCY with current fee schedule upon request.

11.4 CONTRACTOR agrees to adopt a "billing compliance program" that ensures accurate and legal billing practices.

12 - CONTRACT PERFORMANCE/BREACH/DEFAULT/TAKEOVER

12.1 This AGREEMENT is an AGREEMENT by and between the 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.

12.2 Amendments or modifications to the provisions of this AGREEMENT may be initiated by either party hereto and may be incorporated into this AGREEMENT by mutual consent of both parties and in writing.

12.3 The failure of either party 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.

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

12.5 CONTRACTOR shall maintain a business office within Mariposa County during the term of this AGREEMENT.

12.6 Neither AGENCY nor CONTRACTOR shall assign this AGREEMENT to a third party without written consent of all other parties to this AGREEMENT.

AMBULANCE PROVIDER AGREEMENT

12.7 The terms of this AGREEMENT shall be in full force and effect for a period of six (6) years from the date it is executed unless otherwise terminated or modified pursuant to the terms of the AGREEMENT. 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 a need for such renegotiation is expressed by any party. Notwithstanding the availability of annual review of this AGREEMENT, and pursuant to the provisions of Title 22, the AGENCY shall review this AGREEMENT at least every two (2) years. Notwithstanding the foregoing, the AGENCY may, at any time during the term of the AGREEMENT, cancel, suspend or revoke the AGREEMENT for CONTRACTOR'S failure to comply with applicable policies, procedures, regulations, or material breach of this AGREEMENT. Such action to cancel, suspend or revoke the AGREEMENT shall not be undertaken unless CONTRACTOR has first received written notice from the AGENCY describing the policies, procedures or regulations with which it allegedly has failed to comply, and CONTRACTOR fails within sixty (60) days after receiving said notice to obtain acknowledgment from the AGENCY or the Public Health Officer that its alleged failure to comply has been corrected or otherwise resolved.

12.7.1 For any proposed suspension or termination of the AGREEMENT that is based upon the AGENCY Medical Director's opinion that the failure to cure such material breach constitutes a threat to the health, safety, and welfare of the public, the suspension or termination may take place following a twenty-four (24) hour period after notification of CONTRACTOR by AGENCY.

12.8 If any portion of this AGREEMENT is deemed contrary to law by a court of law, that fact shall in no way affect the remaining portions and provisions of this AGREEMENT which shall remain in full force.

13 - MISCELLANEOUS

13.1 CONTRACTOR agrees that their performance of work and services pursuant to the requirements of this AGREEMENT shall comply with all federal, state and local rules, regulations, policies, protocols, procedures,

AMBULANCE PROVIDER AGREEMENT

laws and codes, including Division 2.5 of the Health and Safety Code, Title 13 and Title 22 of the California Code of Regulations.

13.2 The PARTIES agree that the foregoing represents and expresses their complete agreement regarding the terms and conditions of the AGREEMENT, and further agree that this AGREEMENT may not be modified or changed except in writing per mutual agreement of AGENCY, and CONTRACTOR.

13.3 The CONTRACTOR shall, to the extent possible, participate in disaster drills per AGENCY request.

13.4 CONTRACTOR shall whenever possible assist the AGENCY with public education programs.

13.5 CONTRACTOR shall participate in providing field training of EMT, Paramedic and MCIN interns through contracts with training institutions, unless CONTRACTOR provides AGENCY with just cause for not accepting a particular student or students from a particular training institution.

ATTACHMENTS

The Attachments to be included in this AGREEMENT are as follows:

Exhibit-A Mariposa County Ambulance Zones

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

CONTRACTOR

Signature 

Title President

By Richard F. Roesch

Date 7-19-2010

EMS AGENCY

Signature 
By Jim Allen

Title Chairman, MVEMSA Board of Directors

Date 8/11/10

AMBULANCE PROVIDER AGREEMENT

Exhibit A

Mariposa County Ambulance Zones

| Urban | Suburban | | Wilderness |
|-------|----------|----|------------|
| 20 | 22 | 20 | 28 |
| 21 | 26 | 21 | 29 |
| 22 | 27 | 22 | 31 |
| 27 | 37 | 23 | 32 |
| | | 24 | 34 |
| | | 25 | 35 |
| | | 26 | 36 |
| | | 27 | 37 |
| | | 28 | 39 |
| | | 29 | |

