



AGREEMENT WITH CITY OF MODESTO FIRE DEPARTMENT

IN

STANISLAUS COUNTY

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3	RECITALS OF AUTHORITY	4
4	SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS	4
5	1.1 Contract Administration	4
6	1.2 Term of Agreement	5
7	1.3 Contract Response Area.....	5
8	1.4 Notices	6
9	1.5 ALS provider agreement.....	6
10	SECTION 2: ROLES AND RESPONSIBILITIES	6
11	2.1 Agency's Functional Responsibilities	6
12	2.2 Contractor's Functional Responsibilities	7
13	SECTION 3: DEPLOYMENT	9
14	3. Deployment Plan Requirements.....	9
15	SECTION 4: OPERATIONS	9
16	4.1 Dispatch and Communication Requirements.....	9
17	4.2 Equipment and Supplies	10
18	4.3 Disaster Preparedness	12
19	4.4 System Committee Participation	13
20	4.5 Community Education/Prevention	13
21	4.6 EMS Training Programs	14
22	4.7 Receiving Facility Relationships	14
23	SECTION 5: PERSONNEL	14
24	5.1 Clinical and Staffing Standards.....	14
25	5.2 Compensation/Working Conditions for Personnel	17
26	5.3 Safety and Infection Control	18
27	SECTION 6: QUALITY/PERFORMANCE	19
28	6.1 Quality Improvement Program.....	19
29	6.2 Inquiries and Complaints	21
30	6.3 Unusual Occurrences.....	21
31	6.4 Training Officer	21
32	SECTION 7: DATA AND REPORTING	22
33	7.1 Data System Hardware and Software.....	22
34	7.2 Other Reporting Responsibilities	23
35	7.3 Audits and Inspections	23
36	7.4 Health Insurance Portability and Accountability Act of 1996, Public Law	
37	104-191	25

1	SECTION 8: RELATIONSHIPS AND ACCOUNTABILITY.....	26
2	8.1 Relationships and Accountability	26
3	SECTION 9: ADMINISTRATIVE REQUIREMENTS	26
4	9.1 Insurance.....	26
5	9.2 Non-Discrimination.....	29
6	SECTION 10: FISCAL REQUIREMENTS	30
7	10.1 General Provisions	30
8	SECTION 11: GENERAL AGREEMENT REQUIREMENTS	30
9	11.1 Terms of Agreement.....	30
10	11.2 Termination for Cause.....	32
11	11.3 Opportunity to Cure	332
12	11.4 Declaration of Major Breach	34
13	11.5 Indemnification for Damages, Taxes and Contributions	343
14	11.6 Equal Employment Opportunity	35
15	11.7 Independent Contractor Status	36
16	11.8 Entire Agreement	36
17	11.9 Binding on Successors	36
18	11.10 Captions	365
19	11.11 Controlling Law.....	36
20	11.12 Miscellaneous	37
21	<u>ATTEST:</u>	38
22	SECTION 12: EXHIBITS.....	39
23	Exhibit A Response Area.....	38
24	Exhibit B EMD Dispatch Criteria.....	40
25	Exhibit C Fees for FRALS Service.....	42
26	Exhibit D Reporting Requirements.....	43
27	Exhibit E Definitions	45
28		
29		

THIS AGREEMENT, entered into the 1st day of May 2018 and ending on April 30, 2019, by and between the **MOUNTAIN-VALLEY EMS AGENCY**, hereinafter called "**AGENCY**" and **City of Modesto Fire Department**, hereinafter called "**CONTRACTOR**";

RECITALS OF AUTHORITY

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 Contract Administration

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

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

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

3
4 C. Provide technical guidance, as the Contract Administrator deems appropriate.
5

6 **1.2 Term of Agreement**

7

8 The term of this Agreement shall commence at 0001 on May 1, 2018 and terminate at
9 2400 hours on April 30, 2019, unless terminated earlier pursuant to the terms and
10 conditions of this Agreement.
11

12 **1.3 Contract Response Area**

13

14 All requirements described in this Agreement apply to the boundaries of the City of
15 Modesto Fire Department, Exhibit A, as well as any future mutual aid or auto aid
16 agreements approved by the CONTRACTOR, which specify the provision of FRALS or
17 QRV service during the term of this Agreement.

18 All of the following requests for emergency medical services originating in areas as
19 noted above shall be referred to the CONTRACTOR, and CONTRACTOR shall provide
20 all FRALS or QRV Services as follows:
21

22 A. Made in response to 9-1-1/Public Service Answering Point (PSAP) requests that
23 meet the dispatch criteria as identified in Exhibit B.

24
25 B. Made in response to requests for mutual aid or responses by an authorized 9-1-
26 1/PSAP.

27
28 C. Request for Tactical Medics in conjunction with American Medical Response in
29 response to a request from a law enforcement agency.
30

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: Alan Ernst, Fire Chief
City of Modesto Fire
Department
600 11th St.
Modesto, CA 95354

AGENCY Cindy Murdaugh, Interim Executive Director
Mountain-Valley EMS Agency
1101 Standiford Ave., Suite D1
Modesto, CA 95350

1.5 ALS provider agreement

This agreement will also serve as the Paramedic Service Provider agreement required under 22 California Code of Regulations § 100167(b) (4).

SECTION 2: ROLES AND RESPONSIBILITIES

2.1 Agency’s Functional Responsibilities

1 The AGENCY seeks to ensure that reliable, high quality pre hospital emergency
2 medical care is provided on an uninterrupted basis. To accomplish this purpose, the
3 AGENCY shall oversee, monitor and evaluate contract performance and compliance.
4
5

6 **2.2 Contractor's Functional Responsibilities**

7

8 During the Service Period of this Agreement, as defined in Section 1.2, the
9 CONTRACTOR shall do all of the following:
10

11 A. Provide non-transporting ALS First Response pre-hospital emergency medical care
12 in response to emergency medical calls identified in Section 1.3. twenty-four (24)
13 hours each day, seven days a week at a minimum of three (3) fire stations unless
14 otherwise committed to another incident; or for an occurrence beyond the
15 CONTRACTORS control.
16

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

1 may be found to be in Major Breach of their Agreement in order to protect the
2 public health and safety.

- 3
- 4 B. Provide all FRALS and QRV Units and equipment that are necessary for the
5 provision of services required under this Agreement;
6
- 7 C. Furnish supplies and replacements for those used by the CONTRACTOR's
8 personnel;
9
- 10 D. Establish a recruitment, hiring and retention system consistent with ensuring a
11 quality workforce of clinically competent employees that are appropriately certified;
12 licensed and/or accredited;
13
- 14 E. Comply with all training requirements established by the State of California;
15
- 16 F. Comply with EMS Agency policies and procedures;
17
- 18 G. Maintain neat, clean, and professional appearance of all personnel, facilities, and
19 equipment;
20
- 21 H. Submit, in a timely manner, reports, which are supported by documentation or other
22 verifiable information, as required by the AGENCY;
23
- 24 Respond to AGENCY inquiries about service complaints and reports of
25 investigation within 10 calendar days of notification;
26
- 27 I. Notify the AGENCY of all incidents in which the CONTRACTOR's personnel fail to
28 comply with protocols and/or contractual requirements in accordance with Section
29 6.3 of this Agreement; and
30

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

3
4
5 SECTION 3: DEPLOYMENT
6

7 **3.1 Deployment Plan Requirements**
8

- 9 A. An annual deployment plan shall be delivered to the Contract Administrator on or
10 before July 1 of each year. Deployment Plan shall include the locations and
11 number of FRALS and QRV units to be deployed.
- 12
- 13 B. Submit proposed changes in the deployment plan in writing to the Contract
14 Administrator thirty (30) calendar days in advance of proposed changes being
15 implemented.
- 16
- 17 C. CONTRACTOR agrees to work in good faith with the AGENCY and other EMS
18 responder agencies to address identified locations that present barriers to
19 expedient access to patients, (e.g. inadequate address markers, gated
20 communities, and industrial complexes).
- 21
22

23 SECTION 4: OPERATIONS
24
25

26 **4.1 Dispatch and Communication Requirements**
27
28

- 29 A. CONTRACTOR shall obtain, install, and maintain in CONTRACTOR's FRALS and
30 QRV units all such communications equipment as is determined through AGENCY
31 policy to be necessary for the effective and efficient dispatch of FRALS and QRV
32 Units. All communication equipment purchased during the term of this Agreement

1 shall have technology that allows for the identification of each party communicating
2 utilizing communication equipment. All communications equipment purchased
3 shall be in compliance with Stanislaus County Operational Area, Tactical
4 Interoperability Communications Plan. Subject to applicable laws and the
5 permission of the relevant agencies, the equipment shall allow effective and
6 efficient communication with Public Safety Agencies, ambulance providers, and air
7 ambulance service providers.

8
9 B. CONTRACTOR shall obtain, install, and maintain in CONTRACTOR's FRALS and
10 QRV Units all such communication equipment as is deemed by AGENCY
11 Communication Policies to be appropriate for transmission of voice communications
12 for medical direction by base hospitals designated by the AGENCY.

13
14 C. CONTRACTOR shall be financially responsible for installation; purchase/rental and
15 maintenance of communication equipment provided in section 4.1.A and B of this
16 agreement.

17
18 CONTRACTOR will work with AGENCY to facilitate their Authorized Dispatch
19 Center's provision of daily electronic data submission in conformance with "Agency
20 Policy 620.30 – Provider Agency Data Requirements .

21
22 **4.2 Equipment and Supplies**
23

24
25 A. CONTRACTOR shall maintain, and provide to the Contract Administrator, a
26 complete listing of all FRALS and QRV Units (including reserve FRALS and QRV
27 Units) to be used in the performance of the Agreement including their license and
28 vehicle identification numbers, and the name and address of the lien holder, if any.
29 Changes in the lien holder, as well as the transfer of ownership, purchase, or sale
30 of FRALS and QRV Units used under the agreement shall be reported to the
31 Contract Administrator in the quarterly report.
32

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

7
8 C. FRALS and QRV Unit Equipment and Supplies – Each FRALS and QRV Unit shall,
9 at all times, maintain an equipment and supply inventory sufficient to meet federal,
10 State, and local requirements for FRALS and QRV Units, including the requirements
11 of Mountain-Valley EMS Agency Non-Transporting Unit Equipment and Supply
12 Inventory Policy 409.00. CONTRACTOR shall be responsible for stocking all
13 expendable supplies including medications.

14
15 1. All FRALS and QRV Units shall, as a minimum, meet all standards of
16 Federal Communications Commission (FCC) regulations and mandates, and
17 AGENCY's timeline with respect to implementation of regulations or
18 mandates set forth by AGENCY, FCC or in the California Code of
19 Regulations.

20
21 2. CONTRACTOR shall maintain a surplus of all required supplies sufficient
22 to sustain operations for a minimum of five (5) calendar days.

23
24 3. The AGENCY Medical Director or his/her designee(s) may at any time,
25 without prior notice, inspect CONTRACTOR's FRALS and QRV Units in order
26 to verify compliance with this Agreement. An inspection may be postponed if
27 it is shown that the inspection would unduly delay a FRALS or QRV Unit from
28 responding to a request for service. A memorandum of the inspection
29 specifying any deficiencies, date of inspection, FRALS or QRV Unit number,
30 and names of participating crew shall be provided to the CONTRACTOR.
31 CONTRACTOR must show proof of correction for any deficiencies noted in

1 said memorandum of inspection as specified by the AGENCY. A deficient
2 FRALS or QRV Unit may be immediately removed from service if, in the
3 opinion of the AGENCY Medical Director or his/her designee(s), the
4 deficiencies are a danger to the health and safety of the public or if the
5 deficiencies in a previously issued memorandum of inspection have not been
6 corrected in the time specified. AGENCY agrees to place any FRALS or QRV
7 Unit that has been removed from service back in service immediately
8 following the documented correction of the defined deficiency.
9

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

15 The AGENCY Medical Director shall approve all controlled substance policies and
16 procedures of CONTRACTOR.
17

18 Any incident of non-compliance with controlled substance policies and procedures
19 shall be reported immediately to the Contract Administrator.
20

21 **4.3 Disaster Preparedness** 22

- 23 A. Disaster Plan – CONTRACTOR shall have a plan for the immediate recall of
24 personnel to staff units during multi-casualty situations, or declared disaster
25 situations. This plan shall include the ability of the CONTRACTOR to alert off-duty
26 personnel. The CONTRACTOR shall participate in training programs and exercises
27 designed to upgrade, evaluate, and maintain readiness of the system's disaster and
28 multi-casualty response system.
29

- 30 B. Disaster Planning – The CONTRACTOR shall actively participate with the AGENCY
31 in disaster planning. The CONTRACTOR shall designate a representative who

1 shall attend scheduled meetings and shall be the liaison for disaster activities with
2 the AGENCY and with other agencies. The CONTRACTOR shall provide field
3 personnel for participation in any AGENCY approved disaster drill in which the
4 AGENCY disaster plan/multi-casualty incident plan is exercised.

5
6 During the course of a disaster, the CONTRACTOR shall use its best efforts to
7 maintain FRALS or QRV service throughout its response area
8

9 C. At the scene of a Multi-Casualty Incident (MCI), the CONTRACTOR's personnel
10 shall perform as part of the Incident Command System (ICS) structure and in
11 accordance with the California Emergency Response System's Standardized
12 Emergency Management System (SEMS) and in accordance with Agency policies
13 and procedures.
14

15 **4.4 System Committee Participation**

16

17 The CONTRACTOR shall designate appropriate personnel to participate in committees
18 that have a direct impact on emergency medical services in Stanislaus County.
19

20 **4.5 Community Education/Prevention**

21

22 CONTRACTOR is encouraged to offer a variety of public education programs,
23 including, but not limited to, EMS system use, citizen cardiopulmonary resuscitation
24 (CPR), disaster preparedness, injury prevention, seat belt and helmet use,
25 infant/child car seats, and injury prevention for elders. Other appropriate activities
26 might include blood pressure screening, speaking to community groups, and
27 programs for school children and adolescents. The CONTRACTOR should work
28 collaboratively with other public safety and EMS related groups such as the
29 American Heart Association, the American Red Cross, and health care
30 organizations to plan and provide public education programs.
31

4.6 EMS Training Programs

A. The CONTRACTOR shall make a good faith effort to participate in monthly training programs with ambulance providers, and other first responder organizations within Stanislaus County. These may include, but not be limited to, joint training exercises and providing instructors for training courses, evaluators for EMT and first responder testing, and similar activities.

4.7 Receiving Facility Relationships

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

SECTION 5: PERSONNEL

5.1 Clinical and Staffing Standards

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

1 of crew fatigue, crew quarters, conduct at a scene, conduct in relation to ambulance
2 and first responder personnel, conduct during patient care management, contact
3 with base hospital(s), use of safety apparel, identification, driver training and
4 department orientation.

5
6 B. FRALS or QRV Unit Staffing – When responding to an EMS Call , a FRALS Unit
7 shall be staffed with a minimum of one (1) Paramedic and one (1) EMT and a QRV
8 shall be staffed with a minimum of one (1) Paramedic.

9
10 1. CONTRACTOR shall have a policy that prohibits CONTRACTOR's employees
11 from performing any services as contemplated herein while under the influence
12 of any alcoholic beverage, illegal drug, or narcotic. In addition, policy shall
13 prohibit CONTRACTOR's employees from performing such services under the
14 influence of any other substances, including prescription or non-prescription
15 medications, which impairs their physical or mental performance.

16
17 2. CONTRACTOR shall maintain a current list of pre-hospital personnel including
18 their addresses, phone numbers, qualifications, certificates, and licenses with
19 expiration dates and provide it to the AGENCY upon request.

20
21 3. CONTRACTOR shall ensure that all personnel wear appropriate uniform attire
22 and comply with CONTRACTOR's standards for grooming.

23
24 4. CONTRACTOR shall have in place policies which require EMS personnel to
25 follow all AGENCY Policies, Procedures and Protocols.

26
27 5. CONTRACTOR shall require that patient care records be completed by
28 CONTRACTOR's Paramedic personnel per AGENCY policy.

29
30 6. CONTRACTOR shall require that all Paramedic personnel maintain certification
31 in Advanced Cardiac Life Support, and either Pediatric Emergencies for Pre

1 Hospital Personnel, Emergency Pediatric Care, or Pediatric Advanced Life
2 Support, and either Basic Trauma Life Support, International Trauma Life
3 Support, or Pre Hospital Trauma Life Support. Newly hired Paramedic
4 personnel must complete these courses within twelve months of being hired.

5 7. All Paramedic personnel shall be required to complete, within twelve (12)
6 months of hire, "Medical Response to Weapons of Mass Destruction (WMD)
7 Incidents with Med-Plus or equivalent training as approved by the AGENCY.

8
9 8. Patient care documentation education shall be required annually for all
10 Paramedic personnel.

11
12 9. Paramedic personnel may be required to obtain any other specialized training
13 mutually agreed upon by the CONTRACTOR and AGENCY.

14
15 C. Management and Supervision –CONTRACTOR shall provide the management
16 personnel necessary to administer and oversee all aspects of its ALS service.

17
18 D. Orientation of New Personnel – CONTRACTOR shall ensure that Paramedic
19 personnel are properly oriented before being assigned to respond to emergency
20 medical requests. The orientation shall include, at a minimum, an EMS system
21 overview; EMS policies and procedures including patient destination, trauma triage
22 and patient treatment protocols; radio communications with the ambulance, base
23 hospital, receiving facilities, and dispatch center; map reading skills, including key
24 landmarks, routes to hospitals and other major receiving facilities; emergency
25 response areas within the department's response area and in surrounding areas;
26 and equipment utilization and maintenance, in addition to the CONTRACTOR's
27 policies and procedures. CONTRACTOR shall be responsible for ensuring that this
28 standard is met.

29
30 1. CONTRACTOR shall implement a program, to train EMT personnel to assist
31 Paramedic's in the provision of advanced life support patient care.

2. CONTRACTOR shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training and continuing education.
3. CONTRACTOR shall provide training in cultural competency, EMS for Children, conflict resolution, and assaultive behavior management.
4. CONTRACTOR shall be responsible for providing the pre-accreditation field evaluation phase of the AGENCY paramedic accreditation process for its personnel as per AGENCY Policy.
5. CONTRACTOR shall notify Contract Administrator in writing of any changes made to the new employee orientation program.

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

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

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

5.2 Compensation/Working Conditions for Personnel

Work Schedules and Conditions

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

5.3 Safety and Infection Control

- A. CONTRACTOR shall provide personnel with training, equipment, and immunizations necessary to ensure protection from illness or injury when responding to an emergency medical request.
- B. CONTRACTOR shall notify the AGENCY within five (5) calendar days of any Cal/OSHA (Division of Occupational Safety and Health) major enforcement actions, and of any claim, litigation, or other legal or regulatory proceedings in progress or being brought against CONTRACTOR's ALS operations.
- C. CONTRACTOR shall, upon request, furnish documentation satisfactory to Stanislaus County's Health Officer, of the absence of tuberculosis disease for any employee or volunteer who provides services under this Agreement.
- D. The CONTRACTOR shall have an AGENCY approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All pre hospital personnel shall be trained in prevention and universal precautions.

SECTION 6: QUALITY/PERFORMANCE

6.1 Quality Improvement Program

- A. Quality Improvement Program - The CONTRACTOR shall establish a comprehensive emergency medical services system quality improvement (QI) program meeting the requirements of 22 C.C.R, Division 9, Chapter 12 (EMS System Quality Improvement) and related guidelines.
1. The program shall be designed to interface with the AGENCY's quality improvement program, including participation in system related quality improvement activities. The program shall be an organized, coordinated, multidisciplinary approach to the assessment of pre hospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The program shall adhere to MVEMSA Quality Improvement Policies.
 2. CONTRACTOR shall designate a Paramedic(s) or Registered Nurse approved by the AGENCY, to function as a Liaison between the CONTRACTOR and the AGENCY to perform internal quality assurance per AGENCY Policies Procedures and Protocols, assist in the investigation of unusual occurrences as identified by the AGENCY, and attend scheduled Liaison meetings as required by the AGENCY.
 3. In addition, CONTRACTOR shall:
 - a. Review its QI program annually for appropriateness to the CONTRACTOR's operation and revise as needed;
 - b. Participate in the AGENCY's QI program that may include making available relevant records for program monitoring and evaluation;
 - c. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a

1 need for improvement. If the area identified as needing improvement
2 includes system clinical issues, collaboration is required with the
3 CONTRACTOR's Medical Director and the AGENCY's Medical Director or
4 his/her designee;

- 5 d. CONTRACTOR agrees to submit, no later than the 15th calendar day of
6 each month data from the previous month's calls, all quality assurance
7 reports and data required by the AGENCY in the format developed and
8 approved by the Local Quality Improvement Group.
- 9 e. Provide the AGENCY with an annual update on the CONTRACTOR's QI
10 program. The update shall include, but not be limited to, a summary of
11 how the CONTRACTOR's QI program addressed the program indicators.
12 This update shall be submitted in conjunction with the Annual Report.

13
14
15 B. Written Quality Improvement Plan – CONTRACTOR's written QI plan shall comply
16 with 22 California Code of Regulations Section 100402, (EMS Service Provider
17 Responsibilities), the California EMS System Quality Improvement Guidelines, and
18 AGENCY Quality Improvement Policies. It shall include indicators which address,
19 but are not limited to, the following:

- 20
21 1. Personnel
22 2. Equipment and supplies
23 3. Documentation
24 4. Clinical care and patient outcome
25 5. Skills maintenance/competency
26 6. Public education and prevention
27 7. Risk management

28
29 Medical Director: CONTRACTOR may employ a Medical Director for Quality
30 Improvement and Training purposes that shall be a board certified emergency
31 physician in the State of California. CONTRACTOR's Medical Director shall

1 cooperate with AGENCY's Medical Director who is responsible for the medical
2 control of the EMS system.

3 4 **6.2 Inquiries and Complaints**

5
6 CONTRACTOR shall provide good faith effort to inquiries and complaints from the
7 general public by meeting, phone call, or in writing within 10 calendar days of inquiry or
8 complaint. Such responses shall be subject to the limitations imposed by patient
9 confidentiality restrictions.

10 11 **6.3 Unusual Occurrences**

12
13 CONTRACTOR shall complete an unusual occurrence report for personnel involved in
14 an unusual occurrence, in accordance with AGENCY policies and procedures.

15 16 **6.4 Training Officer**

- 17
- 18 A. CONTRACTOR shall designate a Paramedic or Registered Nurse (approved by
19 the AGENCY) to act as Training Officer who shall oversee the required training and
20 orientation of all new EMTs/Paramedic's employed by the CONTRACTOR. The
21 Training Officer shall submit, when requested, a written evaluation of each new
22 EMT verifying that orientation requirements have been completed. These
23 orientation requirements shall include all local policies and procedures, and any
24 additional training required by the AGENCY within six months of hire.
- 25
- 26 B. The Training Officer(s) shall attend scheduled training meetings as required by the
27 AGENCY, and provide training to CONTRACTOR's personnel as deemed
28 necessary by AGENCY.

1

2 SECTION 7: DATA AND REPORTING

3

4 **7.1 Data System Hardware and Software**

5

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

27

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

30

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

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

7.2 Other Reporting Responsibilities

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

7.3 Audits and Inspections

- A. CONTRACTOR shall retain and make available for inspection by the AGENCY during the term of the Agreement and for at least a three-year period from expiration of the Agreement all documents and records required and described herein.
- B. At any time during normal business hours, and as often as may reasonably be deemed necessary, the AGENCY's representatives, may:
 1. Observe the CONTRACTOR's operations.

1
2 2. Ride as an extra person on any of the CONTRACTORs units, provided however,
3 that in exercising this right to inspection and observation, such representatives shall
4 conduct themselves in a professional and courteous manner, and shall not interfere
5 in any way with the CONTRACTORs employees in the performance of their duties,
6 and shall at all times, be respectful of the CONTRACTORs employer/employee
7 relationship. AGENCY shall provide a release of liability form each time an
8 AGENCY representative rides as an extra person on any of the CONTRACTORs
9 units.

10
11 C. The CONTRACTOR shall make available for AGENCY examination and audit,
12 all contracts (including union contracts), invoices, materials, payrolls, inventory
13 records, records of personnel (with the exception of confidential personnel records),
14 daily logs, conditions of employment and other data related to all matters covered by
15 the Agreement.

16
17
18 D. Annual Financial Review – CONTRACTOR shall complete financial records
19 regarding its ALS operations in an auditable form and content according to
20 Generally Accepted Accounting Principles. Financial records shall include
21 Operating Expenses; and if the CONTRACTOR implements a fee for service,
22 Operating Revenue, Accounts Receivables, Payor Mix, and Insurance Collection
23 Rate pertinent to performance of this Agreement and shall be provided to the
24 AGENCY upon request. The AGENCY shall protect the financial records and any
25 information taken there from as confidential and shall not disclose such records or
26 information except as required by law.

27
28 Upon written request of the AGENCY, CONTRACTOR shall prepare and submit
29 written reports on any incident arising out of services provided under this
30 Agreement. AGENCY recognizes that any report generated pursuant to this
31 paragraph is confidential in nature and shall not be released, duplicated, or made

1 public without the written permission of CONTRACTOR or upon request to AGENCY
2 by a subpoena or other legal order compelling disclosure.

3
4 **7.4 Health Insurance Portability and Accountability Act of 1996, Public Law 104-**
5 **191**
6

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

11
12 B. During the term of this Agreement, each party may receive from the other party, or
13 may receive or create on behalf of the other party, certain confidential health or
14 medical information (Protected Health Information "PHI", as further defined below).
15 This PHI is subject to protection under state and/or federal law, including the Health
16 Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA)
17 and regulations promulgated there under by the U.S. Department of Health and
18 Human Services (HIPAA Regulations). Each party represents that it has in place
19 policies and procedures that will adequately safeguard any PHI it receives or
20 creates, and each party specifically agrees to safeguard and protect the
21 confidentiality of PHI consistent with applicable law. Without limiting the generality
22 of the foregoing, each party agrees that it shall have in place all policies and
23 procedures required to comply with HIPAA and the HIPAA Regulations prior to the
24 date on which such compliance is required. CONTRACTOR shall require
25 subcontractors to abide by the requirements of this section.

26
27 For purposes of this section, Protected Health Information means any information,
28 whether oral or recorded in any form or medium: (a) that relates to the past, present
29 or future physical or mental health or condition of an individual; the provision of
30 health care to any individual; or the past, present or future payment for the provision
31 of health care to an individual, and (b) that identifies the individual or with respect to

1 which there is a reasonable basis to believe the information can be used to identify
2 the individual. This section shall be interpreted in a manner consistent with HIPAA,
3 the HIPAA Regulations and other state or federal laws applicable to PHI.

4 5 SECTION 8: RELATIONSHIPS AND ACCOUNTABILITY

6 7 **8.1 Relationships and Accountability**

8
9 CONTRACTOR shall ensure that its personnel work professionally and collaboratively
10 with the ambulance personnel in the transition of patient care at the scene in
11 compliance with Agency Policy 412.20 – ALS Transfer of Patient Care.

12 13 SECTION 9: ADMINISTRATIVE REQUIREMENTS

14 15 **9.1 Insurance**

16
17 CONTRACTOR at its sole cost and expense, shall obtain, maintain, and comply with all
18 AGENCY insurance coverage and requirements. Such insurance shall be occurrence
19 based or claims made with tail coverage or shall be in a form and format acceptable to
20 Stanislaus County Counsel and Stanislaus County Risk Management and shall be
21 primary coverage as respects County.

22 23 A. **Insurance and Indemnification**

- 24
25 1. Without limiting the County of Stanislaus or the AGENCY's right to obtain
26 indemnification from the CONTRACTOR or any third parties, subject to the
27 CONTRACTOR's right to seek subrogation for indemnification paid to the County
28 of Stanislaus and AGENCY under the Agreement and to the extent such
29 indemnification is paid pursuant to this paragraph, the CONTRACTOR, at its/their
30 sole expense, shall maintain or cause to be maintained in full force and effect the
31 following insurance throughout the term of the Agreement:

- a. - Combined public liability, general liability, bodily injury and property damage liability insurance in amount of not less than five million dollars (\$5,000,000) in coverage for each occurrence;
- b. Medical liability insurance and automobile liability insurance, in an amount of not less than one million dollars (\$1,000,000) in coverage for any injury or death arising out of any one (1) occurrence, and each of said insurance coverage shall have an annual aggregate limitation of not less than \$2,000,000.
- c. Worker's compensation insurance providing full statutory coverage, in accordance with the California Labor Code, for any and all of the CONTRACTOR's personnel who will be assigned to the performance of the Agreement by the CONTRACTOR in accordance with the California Labor Code.

2. Such insurance policies shall name the County of Stanislaus, its officers, agents, and employees, and the AGENCY, its officers, agents and employees; and the AGENCY JPA Board of Directors as an additional named insured (except for worker's compensation insurance). Such coverage for said additional named insured shall be primary insurance and any other insurance, or self-insurance, maintained by the County of Stanislaus, its officer, agents, and employees, the AGENCY, its officers, agents and employees; the AGENCY JPA Board of Directors shall be secondary and excess only and not contributing with insurance provided under the CONTRACTOR's policies herein. This insurance shall not be canceled or changed to restrict coverage without a minimum of thirty (30) calendar day's written notice given to the AGENCY and the County Risk Management Division. If such insurance policies have a deductible, or if a Self-Insured Retention has a deductible, such deductible shall be in an amount not less than ten thousand dollars (\$10,000) per occurrence unless approved by Contract Administrator. For Workers' Compensation Insurance, the insurance carrier shall agree to waive all rights of subrogation against the AGENCY, the County, and their respective officers, officials and employees for losses arising

1 from the performance of or the omission to perform any term or condition of this
2 Agreement by the CONTRACTOR.

- 3
- 4 3. CONTRACTOR shall provide certificates of insurance on the foregoing policies
5 as required herein to the AGENCY annually, which state or show that such
6 insurance coverage has been obtained and is in full force and effect.
- 7
- 8 4. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless AGENCY
9 or Stanislaus County from and against all claims, damages, losses, judgments,
10 liabilities, expenses, and other costs including litigation costs and attorney's fees
11 arising out of, resulting from any negligent or wrongful act or omission of
12 CONTRACTOR or its agents, officers, or employees in connection with the
13 performance of this Agreement.
- 14
- 15 5. CONTRACTOR shall save and hold harmless AGENCY and the County of
16 Stanislaus and their officers, employees and agents, from any and all liability for
17 damages, including, but not limited to, monetary loss, judgments, orders of a
18 court, and any other detriment or liability that may arise from any injury to a
19 person or persons, and for damages to property, arising from or out of any
20 negligent or wrongful act or omission of CONTRACTOR or its agents, officers, or
21 employees in the performance of the Agreement.
- 22
- 23 6. CONTRACTOR's obligation to defend, indemnify, and hold the AGENCY and the
24 County of Stanislaus, and their agents, officers, and employees harmless under
25 the provisions of the paragraphs in this section is not limited to or restricted by
26 any requirement in this Agreement for CONTRACTOR to procure and maintain a
27 policy of insurance.
- 28
- 29 7. AGENCY agrees to defend, indemnify, save and hold harmless the
30 CONTRACTOR and its officers, employees and agents, from any and all claims,
31 damages, losses, judgments, liabilities, expenses, and other costs including

1 litigation costs and attorney's fees arising out of, resulting from, any negligent or
2 wrongful act or omission of AGENCY or its agents, officers, or employees in
3 connection with the performance of this Agreement by AGENCY or AGENCY's
4 agents, officers, or employees.

5
6 8. AGENCY shall save and hold harmless CONTRACTOR and its officers,
7 directors, agents, and employees, from any and all liability for damages,
8 including but not limited to, monetary loss, judgments, orders of a court, and any
9 other detriment or liability that may arise from any injury to a person or persons
10 and for damages to property arising from or out of AGENCY's promulgation of
11 official rules, regulations, or AGENCY Policies and Procedures not in existence
12 as of the date of this Agreement.

13
14 9. AGENCY, at its sole expense, shall maintain or cause to be maintained in full
15 force and effect, general liability insurance in an amount of not less than
16 \$1,000,000 in coverage for each occurrence and an annual aggregate limitation
17 of not less than \$2,000,000. AGENCY shall provide CONTRACTOR, upon
18 CONTRACTOR's request, a certificate of insurance stating that such insurance
19 coverage has been obtained and is in full force and effect.

20 21 **9.2 Non-Discrimination**

22
23 AGENCY and CONTRACTOR shall abide by all Federal and State non-
24 discrimination laws regarding governmental agency contracts and sub-contracts as
25 outlined in the Non-Discrimination Statement below:

26
27 Compliance with Non-Discrimination Laws During the performance of this
28 Agreement, CONTRACTOR will comply with Title VII of the Civil Right Act of 1964
29 and that no person shall, on the grounds of race, creed, color, disability, sex, gender
30 (including gender identity and gender expression), national origin, ancestry, physical
31 or mental disability, medical condition (including genetic characteristics), marital

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

11 12 SECTION 10: FISCAL REQUIREMENTS

13 14 **10.1 General Provisions**

- 15
16 A. As compensation for services, labor, equipment, supplies and materials furnished
17 under this Agreement, CONTRACTOR may implement a fee for service program.
18 B. Fiscal year for reporting purposes of this Agreement will be the CONTRACTOR's
19 fiscal year.
20

21 CONTRACTOR shall maintain copies of all financial statements, records and
22 receipts that support and identify operations for a minimum of three (3) years from
23 the end of the reporting period to which they pertain. CONTRACTOR will provide
24 AGENCY or its designee access to all records for analytical purposes.
25
26

27 SECTION 11: GENERAL AGREEMENT REQUIREMENTS

28 29 **11.1 Terms of Agreement**

30

1 This Agreement is an Agreement by and between AGENCY and CONTRACTOR and is
2 not intended to and shall not be construed to create the relationship of agency, servant,
3 employee, partnership, joint venture or association.
4

5 A. Amendments or modifications to the provisions of this Agreement may be initiated
6 by any party hereto and may only be incorporated into this Agreement upon the
7 mutual consent of all Parties and must be in writing.
8

9 B. The failure of any party hereto to insist upon strict performance of any of the terms,
10 covenants or conditions of this Agreement in any one or more instances shall not
11 be construed as a waiver or relinquishment for the future of any such terms,
12 covenants or conditions, but all of the same shall be and remain in full force and
13 effect.
14

15 C. This Agreement shall not be deemed to have been made for the implied benefit of
16 any person who is not a party hereto.
17

18 D. CONTRACTOR shall notify AGENCY of any threatened labor action or strike that
19 would adversely affect its performance under this Agreement. CONTRACTOR
20 shall provide AGENCY and other affected public or private entities with a written
21 plan of proposed actions in the event of any threatened work force action or strike.
22

23 E. Neither AGENCY nor CONTRACTOR shall assign this Agreement to another party
24 without obtaining the prior written consent of all other parties to this Agreement,
25 except should Stanislaus County withdraw from the Mountain-Valley EMS Agency
26 Joint Powers Agreement, this Agreement may be assigned to Stanislaus County or
27 their designee.
28

29 F. The terms of this Agreement shall be in full force and effect until April 30, 2018
30 beginning on the date first stated above, unless otherwise terminated or modified

1 pursuant to the terms of the Agreement or if upon written notice by either PARTY,
2 that renegotiation of the Agreement is desired.

3
4
5 **11.2 Termination for Cause**

6
7 Either party may terminate this Agreement at any time for cause or for Major Breach of
8 its provisions consistent with the provisions herein.

9
10 Certain conditions and circumstances shall, as determined by Contract Administrator,
11 constitute a Major Breach of this Agreement by the CONTRACTOR these conditions
12 and circumstances include, but are not limited to:

- 13
14 A. Failure of CONTRACTOR to operate its FRALS or QRV Units and emergency
15 medical services program in a manner which enables AGENCY and
16 CONTRACTOR to remain in substantial compliance with the requirements of
17 Federal, State, and local laws, rules and regulations;
18
19 B. Willful falsification of information supplied by CONTRACTOR in its operation of
20 its emergency medical services program, including, but not limited to, dispatch
21 data, patient reporting data, as relates to this Agreement;
22
23 C. Documented persistent failure of CONTRACTOR's employees to conduct
24 themselves in a professional and courteous manner where reasonable remedial
25 action has not been taken by CONTRACTOR;
26
27 D. Failure to substantially and consistently meet or exceed the various clinical and
28 staffing standards required herein;
29

- 1 E. Failure to participate in the established Quality Improvement program of the
2 AGENCY, including, but not limited to investigation of incidents and implementing
3 prescribed corrective actions;
4
- 5 F. Failure to maintain equipment or FRALS or QRV Units in accordance with good
6 maintenance practices.
7
8
- 9 G. Chronic or persistent failure to comply with conditions stipulated by AGENCY to
10 correct any Major Breach conditions;
11
- 12 H. Failure of CONTRACTOR to cooperate and assist AGENCY in the investigation
13 or correction of any Major Breach of the terms of this Agreement;
14
- 15 I. Failure to maintain in force throughout the term of this Agreement, including any
16 extensions thereof, the insurance coverage required herein;
17
- 18 J. Any willful attempts by CONTRACTOR to intimidate or otherwise punish or
19 dissuade personnel in cooperating with or reporting concerns, deficiencies, etc.,
20 to the AGENCY or other oversight agency;
21
- 22 K. Any other willful acts or omissions of CONTRACTOR that endanger the public
23 health and safety; and
24
- 25 Failure to timely prepare and submit the required daily, monthly, quarterly and
26 annual reporting requirements.

27 **11.3 Opportunity to Cure**

28

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

1 have cured the Major Breach within such thirty (30) day period, or such longer period as
2 may be specified in the advance written notice, this Agreement shall remain in full force
3 and effect. In the event Contract Administrator reasonably deems CONTRACTOR to
4 remain in Major Breach as of the end of the notice period specified in the advance
5 written notice, Contract Administrator shall provide CONTRACTOR with a notice of
6 termination, setting for the specific reasons Contract Administrator believes
7 CONTRACTOR remains in Major Breach and the effective date of termination, which
8 shall be no less than thirty (30) days from the date of the termination notice.
9

10 **11.4 Declaration of Major Breach**

11

12 If Major Breach has been declared by the Contract Administrator, because
13 CONTRACTOR fails to provide service as required in this Agreement or Agency
14 Medical Director has determined that the health and safety of the public would be
15 endangered by allowing CONTRACTOR to continue its operations, CONTRACTOR
16 shall cooperate fully with AGENCY to immediately cease providing services as defined
17 in this Agreement.
18

- 19 A. These provisions are specifically stipulated and agreed to by both Parties as
20 being reasonable and necessary for the protection of the public health and
21 safety, and any legal dispute concerning the finding that a Major Breach has
22 occurred shall be initiated and shall take place only after CONTRACTOR has
23 ceased the provision of services under this Agreement.
24

25 **11.5 Indemnification for Damages, Taxes and Contributions**

26

27 CONTRACTOR shall exonerate, indemnify, defend, and hold harmless AGENCY or
28 Stanislaus County from and against:
29

- 30 A. Any and all Federal, State and local taxes, charges, fees, or contributions
31 required to be paid with respect to CONTRACTOR and CONTRACTOR's

1 officers, employees and agents engaged in the performance of this agreement
2 (including, without limitation, unemployment insurance, and social security and
3 payroll tax withholding).
4

5 **11.6 Equal Employment Opportunity**

6

7 During and in relation to the performance of this Agreement, CONTRACTOR agrees as
8 follows:
9

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

21 B. CONTRACTOR shall, in all solicitations or advertisements for employees placed
22 by or on behalf of CONTRACTOR, state that all qualified applicants will receive
23 consideration for employment without regard to race, color, religion, national
24 origin, ancestry, physical or mental disability, medical condition (cancer related),
25 marital status, sex, sexual orientation, age, veteran status, or any other non-merit
26 factor unrelated to job duties.
27

28 C. In the event of CONTRACTOR's non-compliance with the non-discrimination
29 clauses of this Agreement or with any of the said rules, regulations, or orders
30 CONTRACTOR may be declared ineligible for further agreements with AGENCY.
31

1 **11.7 Independent Contractor Status**

2
3 CONTRACTOR is an independent contractor and not an employee of AGENCY or
4 Stanislaus County. CONTRACTOR is responsible for all insurance (workers
5 compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not
6 entitled to any employee benefits. AGENCY agrees that CONTRACTOR shall have the
7 right to control the manner and means of accomplishing the result contracted for herein
8
9

10 **11.8 Entire Agreement**

11
12 This Agreement and the exhibits attached hereto constitute the entire Agreement
13 between AGENCY and CONTRACTOR and supersedes all prior discussions and
14 negotiations, whether oral or written. Any amendment to this Agreement, including an
15 oral modification supported by new consideration, must be reduced to writing and
16 signed by authorized representatives of both parties before it will be effective.
17

18 **11.9 Binding on Successors**

19
20 This Agreement ensures to the benefit of, and is binding on, the parties and their
21 respective heirs, personal representatives, successors and assigns.
22

23 **11.10 Captions**

24
25 The captions heading the various sections of this Agreement are for the convenience
26 and shall not be considered to limit, expand or define the contents of the respective
27 sections. Masculine, feminine or neuter gender, and the singular and the plural number
28 shall each be considered to include the other whenever the context so requires.
29

30 **11.11 Controlling Law**

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

3
4 **11.12 Miscellaneous**
5

6 There shall be no reimbursement from the AGENCY or Stanislaus County for services
7 provided pursuant to this Agreement except as provided pursuant to separate
8 agreements.

9 A. AGENCY agrees that all AGENCY Policies, Procedures and Protocols adopted
10 by it shall be consistent with applicable state and federal laws.
11
12

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

3
4 **ATTEST:**
5
6
7

8
9 **APPROVED:**
10
11

CITY OF MODESTO FIRE
DEPARTMENT

MOUNTAIN-VALLEY EMS AGENCY

By:
Title:
Date:

By: Terry Woodrow
JPA Board of Directors
Date:

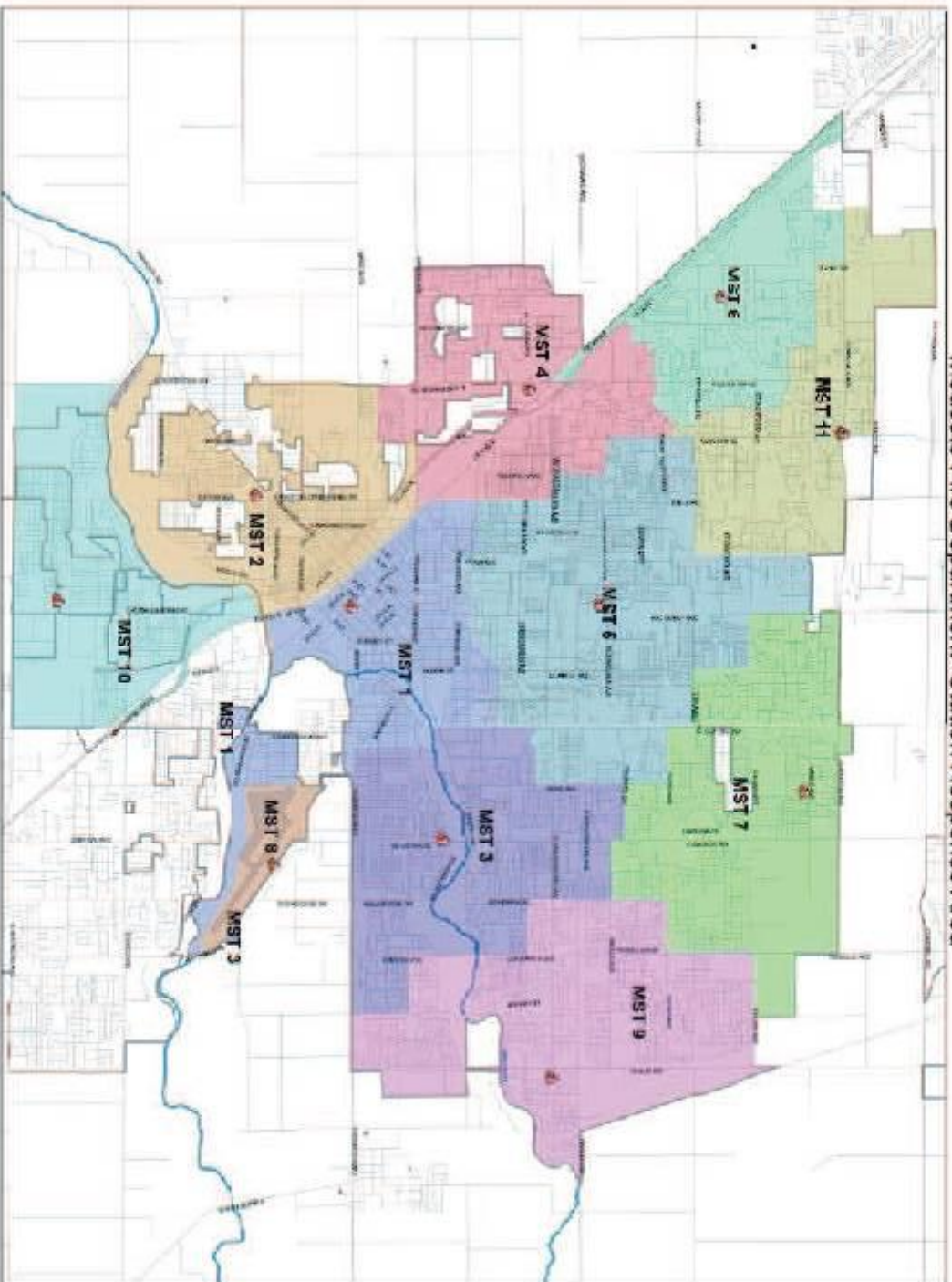
12
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17 **APPROVED AS TO FORM:**
18
19

20 By: _____
21 Stanislaus County Counsel
22
23

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SECTION 12: EXHIBITS
Exhibit A
Fire Department/District Response Area Map
(Next Page)

Modesto Fire Department- Station Response Area



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Exhibit B

Dispatch Criteria

Please see next page.

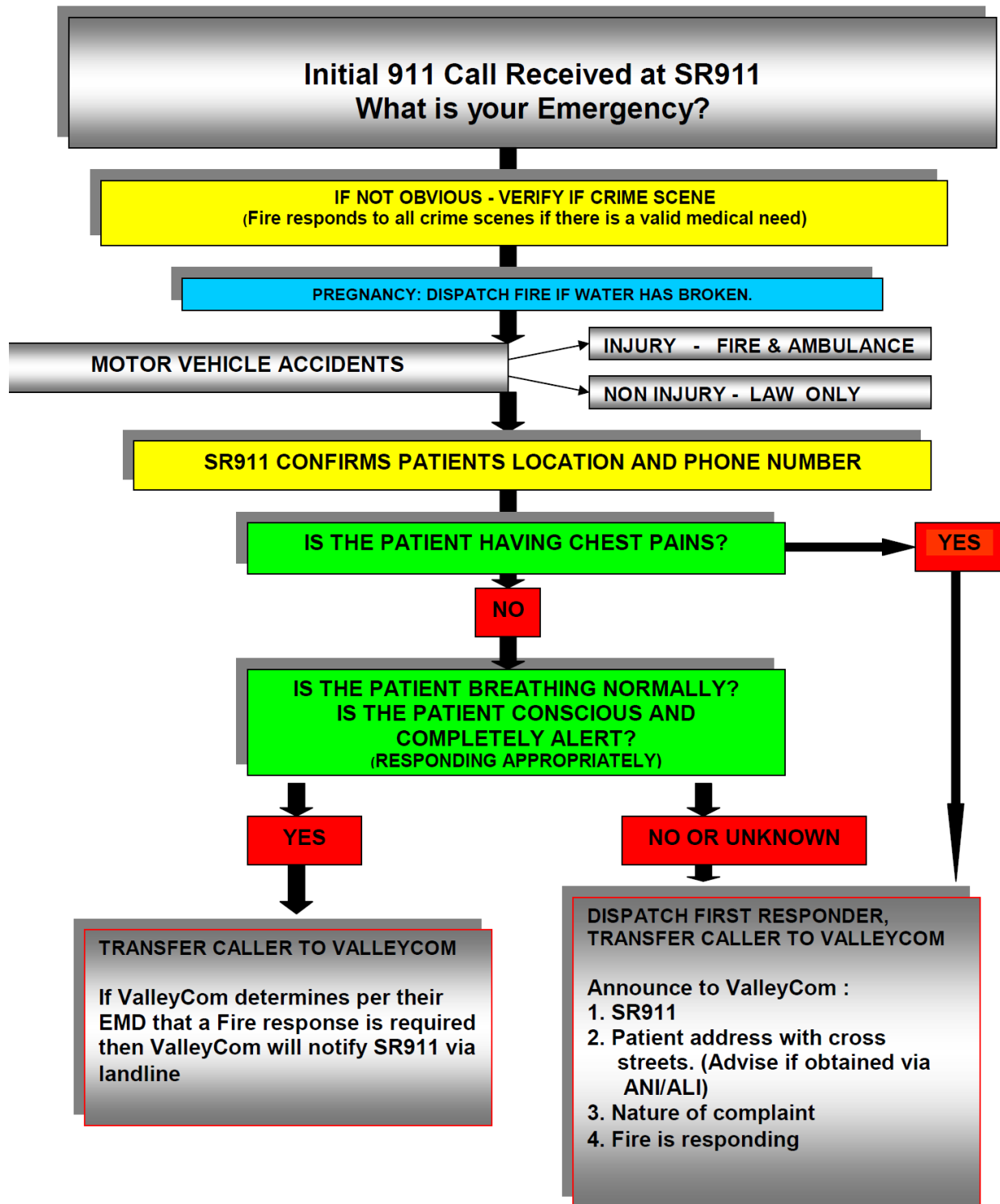


Exhibit C

Fees for Service

If CONTRACTOR implements charges for service provided under the terms of this agreement to any private party or third party payor for ALS First Response services, those rates shall not exceed the rates which are listed below without Contract Administrator approval:

Exhibit D
Reporting Requirements

QUARTERLY REPORT

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

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

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14

ANNUAL REPORT

2

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

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

1
2

Exhibit E

Definitions

Advanced Life Support (ALS)	Special services designed to provide definitive pre hospital emergency medical care as defined in California Health and Safety Code 1797.52.
Agency Policies, Procedures and Protocols	All policy, procedure and protocol documents developed through the process described in Agency policies (131.00 through 133.00).
ALS Ambulance Provider	An ambulance provider that is authorized to provide ALS Ground Ambulance Services within Stanislaus County pursuant to an ambulance provider agreement with the AGENCY.
Authorized Dispatch Center	A dispatch center authorized by the CONTRACTOR to provide dispatch services.
Emergency	As defined in California Health and Safety Code 1797.70, emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by pre hospital personnel or a public safety agency.
Emergency Medical Technician (EMT)	As defined in California Health and Safety Code Section 1797.80.
EMS Call	The term used to denote a condition or situation in which an individual has a need for medical attention based upon the dispatch criteria outlined in Exhibit B; or where the potential for such need is perceived by public safety personnel or pre hospital personnel at the scene of an emergency or dispatch personnel at an Authorized Dispatch Center.
FRALS Unit	The term used to denote a non-transporting ALS unit staffed by a minimum of one (1) Paramedic and one (1) EMT and equipped in compliance with Agency Policy 409.00 – Non-Transporting Unit Equipment and Supply Inventory

First Responder	Fire department or law enforcement personnel capable of providing appropriate pre hospital care as outlined in Title 22, California Code of Regulations.
HIPAA	Health Insurance Portability and Accountability Act of 1996.
Hospital	A licensed acute care hospital (as referenced by Division 2.5 Health and Safety Code section 1797.88)
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 Direction	Direction given to personnel by a base hospital physician through direct voice contact or through an approved M.I.C.N., as required by applicable medical protocols.
Medical Director	A physician with experience in emergency medical systems who provides medical oversight to the Stanislaus County EMS System, pursuant to Section 1797.204 of the Health and Safety Code.
Paramedic	As defined in California Health and Safety Code Section 1797.84.
Pre hospital personnel	All public safety first responders, Emergency Medical Dispatchers, EMTs and Paramedics functioning within the Emergency Medical Services System.
Quality Improvement Program	Methods of evaluation that are composed of structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process and recognize excellence in performance and delivery of care.
Quick Response Vehicle (QRV)	The term used to denote a non-transporting ALS unit staffed by a minimum of one (1) Paramedic and equipped in compliance with AGENCY Policy 409.00 – Non-Transporting Unit Equipment and Supply Inventory.

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

- A. Breach of the standard of care
- B. Care beyond the appropriate scope of practice
- C. Any alleged or known injury to a patient as a result of actions by EMS personnel
- D. Serious injury to EMS personnel
- E. Motor Vehicle Collision with all but minor property damage to FRALS, QRV or Supervisor vehicle
- F. Critical vehicle failure that interferes with response, or treatment
- G. Communication system failure that interferes with response, transport, or treatment
- H. Major biomedical equipment failure directly related to the care of the patient
- I. Serious complaints against employees
- J. Drug adulteration or diversion
- K. Suspected violations of Division 2.5 Health & Safety Code
- L. Failure to follow Agency policies/procedures
- M. Any recognition of exceptional effort or service provided by EMS personnel.