



**Agreement with Mercy Medical Transportation, Inc. for
9-1-1 Emergency Ambulance Services with Advanced Life
Support and Basic Life Support Transport Services in
Mariposa County**

Date: January 1, 2025

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AGREEMENT WITH MERCY MEDICAL TRANSPORTATION, INC. FOR 9-1-1
EMERGENCY AMBULANCE SERVICES WITH ADVANCED LIFE SUPPORT AND
BASIC LIFE SUPPORT TRANSPORT SERVICES IN MARIPOSA COUNTY

This Agreement (“Agreement”), entered into this ____ day of _____, 2024, by and between the **MOUNTAIN-COUNTIES EMERGENCY MEDICAL SERVICES AGENCY**, a Joint Powers Authority formed in 1981 including the Counties of Alpine, Amador, Calaveras, and Mariposa, hereinafter called “**MCEMSA**” and **Mercy Medical Transportation, Inc.**, hereinafter called “**Contractor**”;

WITNESSETH:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, MCEMSA has determined that the level of service prescribed herein is the most appropriate and efficient manner of exercising the authority contained in Welfare & Institutions Code 17000, Health & Safety Code Section 1797, et seq., and Title 22 of the California Code of Regulations; and

WHEREAS, MCEMSA has determined that requests for emergency ambulance service shall be met through an integrated system of paramedic equipped and staffed ambulances and volunteer, EMT and paramedic equipped and staffed fire department first response vehicles; and

WHEREAS, MCEMSA has designated the Madera, Mariposa, Merced Unit (MMU) CalFire Emergency Communications Center (dispatch), to provide emergency medical dispatch services to all ambulances throughout the County of Mariposa; and

WHEREAS, Section 8.52.050 of the Mariposa County Ambulance Ordinance establishes that non-exclusive operating areas shall be designated and establishes that the Ambulance Provider shall address minimum standards; and

WHEREAS, the MCEMSA has created non-exclusive operating areas within its current Emergency Medical Services Plan; and

WHEREAS, pursuant to Division 2.5 of the Health and Safety Code, Section 1797.200, the County of Mariposa has designated the MCEMSA to develop a written agreement with a qualified paramedic service provider to provide services, and participate in the advanced life support (“ALS”) program in Mariposa County; and

WHEREAS, Title 22, California Code of Regulations, Section 100168, Division 9, Chapter 4, Article 6, requires a written agreement for Services; and

WHEREAS, MCEMSA and Contractor wish to enter into this performance-based Agreement for the Contractor's provision of 9-1-1 emergency ambulance services with ALS transport; and

WHEREAS, Contractor's emergency ambulance services shall be provided at the ALS level, until such time as a tiered ALS and BLS system is developed and permitted by County ordinance; and

WHEREAS, the Parties agree that Contractor shall respond to all emergency and advanced life support ("ALS") ambulance services calls including 9-1-1 Emergency Ambulance Services with ALS and BLS Transport within the Mariposa County non-exclusive operating area; and

WHEREAS, the Parties agree that Contractor shall also be responsible for providing Mutual Aid response as described in this Agreement; and

WHEREAS, the Parties agree that Contractor is authorized as part of this agreement to provide non-exclusive Interfacility Transport services throughout the County; and

WHEREAS, the Parties agree that Contractor shall provide related services as described in this Agreement;

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

SECTION 1: ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 Agreement Administration

The Mountain Counties EMS Agency (“MCEMSA”) shall represent the County in all matters pertaining to this Agreement and shall serve as the Agreement Administrator on behalf of MCEMSA and the County. MCEMSA Executive Director or her/his designee may:

- A. Audit and inspect the Contractor’s operational, finance, patient care, and personnel records;
- B. Monitor the Contractor’s EMS service delivery and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and MCEMSA policies and procedures; and
- C. Provide technical guidance and/or direction, as MCEMSA deems appropriate.

1.2 Agreement Term

This Agreement shall begin on January 1, 2025, at 00:00:00 hours, Pacific Standard Time and its initial term shall end at 23:59:59 hours, Pacific Standard Time on December 31, 2029.

1.3 Conditions for Extension of the Agreement

MCEMSA may extend this Agreement for a second 5-year term which shall end at 23:59:59 hours Pacific Standard Time on December 31, 2034 upon the recommendation of the Mariposa County Board of Supervisors. MCEMSA and Contractor agree that Contractor’s performance in meeting and/or exceeding the terms and conditions of the Agreement shall be the determining factor considered relative to granting of the Agreement extension.

- A. The County’s Emergency Medical Care Committee (“EMCC”) shall annually approve a report submitted by the MCEMSA Executive Director regarding its observations and recommendations following its review of the Contractor’s annual performance in each of the following categories:
 - 1. Overall compliance with the terms and conditions of this Agreement;
 - 2. Compliance with Response Time Standards;
 - 3. Effectiveness of the quality management program in assuring the consistent delivery of high-quality clinical care;
 - 4. Financial stability;
 - 5. Cooperation of Contractor’s personnel in collaborating with MCEMSA and system stakeholders to deliver efficient, effective and compassionate prehospital care to the residents and visitors of the County;

6. Customer satisfaction; and
7. Community engagement, including education and prevention activities.

B. MCEMSA shall review the observations and recommendations of the EMCC and the MCEMSA Executive Director shall inform the Contractor in writing not later than one year prior to the expiration of this Agreement of the approval or denial of the 5-year term extension.

1.4 Termination Option

Contractor may terminate this Agreement by providing MCEMSA with written notice of intent to terminate at least one year in advance. Upon receipt of the notice, MCEMSA and Contractor shall engage in a good faith effort to settle any outstanding obligations and responsibilities prior to the effective termination date. This provision ensures that both MCEMSA and Contractor have ample time to prepare for the cessation of the Agreement and to address any necessary transition arrangements.

SECTION 2: NOTICES

2.1 Agreement Communication

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

- A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.
- B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- C. Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- D. Telex, facsimile, or electronic mail transmission: When sent by telex, facsimile, or electronic mail to the last telex, facsimile number or electronic mail address of the recipient known to the party giving notice, notice is effective on receipt, provided that: a.) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery; or b.) the receiving party delivers a written confirmation of receipt. Any notice given by telex, facsimile, or electronic mail shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To MCEMSA: Mountain Counties Emergency Medical Services Agency
Attn: MCEMSA Executive Director
3505 Spangler Ln., Suite 405
Copperopolis, CA. 95228

To Contractor: Richard Roesch
President
Mercy Medical Transportation, Inc.
5081 Highway 140, Suite B
P.O. Box 5004
Mariposa, CA 95338

- E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

2.2 Change of Contact Information

Any party may change its address, telex, facsimile number, or electronic mail address by giving the other party notice of the change in any manner permitted by this Agreement.

SECTION 3: ROLES AND RESPONSIBILITIES

3.1 Services to be Performed by Contractor

- A. 9-1-1 Emergency Ambulance Services with Advanced Life Support (ALS) and Basic Life Support (BLS) Transport.

1. Contractor, under the general direction of the Executive Director of the Mountain-Counties Emergency Medical Services Agency (“MCEMSA”) shall provide 9-1-1 emergency ambulance services with Advanced Life Support (“ALS”) transport and Basic Life Support (BLS) transport within the County of Mariposa (Exhibit 2), excluding areas located within Yosemite National Park. In addition, Contractor is hereby granted the right to be the non-exclusive provider of 9-1-1 emergency and ALS ambulance services and BLS transport services within Mariposa County.

- i. “A Reimbursable Agreement for Emergency Medical Service” Emergency Medical Service between the County of Mariposa and the United States Department of the Interior, National Park Service

Yosemite National Park” exists authorizing the NPS to provide EMS response (**Exhibit 7**)

- ii. Automatic Response Areas. Park will provide an EMS Response in these areas regardless of whether there is a request for such from County:
 - iii. The El Portal Administrative Site.
 - iv. The area served by State Highway 140 west from the boundary of Yosemite National Park to the South Fork of the Merced River Bridge.
 - v. Incline Road west of its junction with Foresta Road to Clearinghouse (i.e., the private property at the end of Incline Road).
 - vi. Community of Yosemite West
 - vii. Wawona Section 35
2. Contractor shall perform the following services to the satisfaction of MCEMSA:
- a. Contractor shall furnish 9-1-1 Emergency Ambulance Services with ALS transport services for the entire population of Mariposa County. All of Contractor’s 9-1-1 ambulance response services shall be provided at the ALS level, unless approved by the MCEMSA Medical Director.
 - b. Contractor shall provide 9-1-1 emergency and ALS ambulance services, without interruption, 24-hours per day, 7 days per week, 52 weeks per year, for the full term of the Contract. Contractor shall provide all of its services without regard to the patient's race, color, national origin, religion, sexual orientation, sexual identity, age, sex, or ability to pay.
 - c. Medical 9-1-1 calls for Emergency Medical Services originating in Mariposa County will be referred to Contractor.
 - d. Contractor shall utilize the CalFire MMU Emergency Communications Center for all ambulance services in Mariposa County. The Contractor shall ensure that all requests for Non-Emergency Interfacility Transfers are processed through an EMD dispatch center. The Contractor is required to enter into an agreement with the Authorized EMS Dispatch Center to provide dispatch services prior to the implementation date of the Ambulance Provider Agreement.
 - e. Contractor shall follow all MCEMSA Policies and Procedures. Upon signing this Agreement, Contractor acknowledges it has received a Notice to Proceed once the Agreement is signed by both parties and Contractor shall follow its Implementation Schedule as approved by MCEMSA.
 - f. Contractor shall ensure that relevant and frequent educational courses are offered to assist field personnel in maintaining certification/licensure as required by this Agreement, and as defined in California Code of Regulations, Title 22, Division 9, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the quality improvement system.
 - g. Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with MCEMSA’s quality improvement system.

- h. Contractor shall collaborate with system stakeholders in pilot or research programs as requested by the MCEMSA Medical Director and authorized by the MCEMSA Executive Director. The MCEMSA must approve all pilot or research programs. Contractor agrees that its participation in pilot or research programs shall entail no additional cost to the County. Contractor further agrees that services provided under pilot or research programs shall be in addition to the other services described herein. If a pilot or research program would have a financial impact on Contractor, MCEMSA agrees to meet and confer with Contractor over that impact including implementation and ongoing cost mitigation.
- 3. In consideration for providing ambulance services in accordance with the terms described herein, the CONTRACTOR is granted a non-exclusive Operating Area encompassing the Ambulance Response Zone area described in Exhibit 2. Within such non-exclusive area, CONTRACTOR shall be entitled to be a provider of non-Emergency and Emergency Ground Ambulance Services and Interfacility Transfers during the period of this Agreement and any extensions of this Agreement. The rights granted under this Agreement are subject to the conditions specified in, the current version of AGENCY Special Events Policy #570.71, and "Interfacility Transfer Requirements" (Exhibit 6) that defines the parameters with respect to ALS, BLS, CCT Ground Ambulance Services requested by any hospital for a patient being transferred by such hospital.

3.2 ALS Mandate

- A. Contractor shall utilize ALS Ambulances to provide services under this Agreement on a twenty-four (24) hour per day basis in response to all life-threatening emergencies, non-life-threatening emergencies, and non-emergency interfacility transfers requiring ALS Transport when dispatched by an authorized EMS dispatch center.
- B. Each ALS Ambulance shall be staffed with two personnel, at least one of whom shall be a licensed, and accredited paramedic. The second crew member shall be another licensed paramedic or California certified EMT. Notwithstanding any other provision of this Agreement, because this Agreement requires the Contractor to respond at the ALS level to all emergency calls, may include a tiered response to provide a BLS ambulance to MCEMSA Medical Director approved acuity levels. The Contractor shall bill the ALS rate except where prohibited by law (e.g., Medicare or Medicaid), or where a patient meets Contractor's Compassionate Care Policy.

3.3 Stand-by Services

- A. Contractor shall provide, at no charge to County or the requesting agency, ambulance and/or Field Supervisor stand-by services at the scene of an emergency incident within Contractor's authorized response zone where there may be an imminent life threat when directed by the dispatch center or upon request of a public safety agency Incident Commander.
- B. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by unless released by the Incident Commander or dispatch.

- C. Stand-by periods exceeding four (4) hours shall be approved by the MCEMSA Executive Director or her/his designee. A long stand-by with multiple units may trigger the necessity for response time exemptions.

3.4 Mutual Aid

- A. Regional, State, or Federal mutual aid requests. Contractor must respond to requests for mutual aid made at the Regional, State, or Federal levels as part of the Regional, State and/or Federal response system, if directed to do so by the MCEMSA Executive Director, her/his designee, or the MHOAC unless the request would fundamentally cause immediate failure of service to the Contractor's authorized response zone. Any mutual aid refusal must be in consultation with the MCEMSA Executive Director or her/his designee.
- B. In-County or neighboring jurisdiction Mutual Aid requests. Contractor shall respond to in-county or neighboring jurisdiction Mutual Aid which may be requested through dispatch or the MCEMSA Executive Director or her/his designee, unless the Field Supervisor or dispatch can verify that a given request would cause immediate failure of service to the Contractor's authorized response zone. All Mutual Aid refusals are to be reported to the MCEMSA Executive Director the next business day following the refusal. Contractor shall maintain and document:
 - 1. The number and nature of Mutual Aid responses it makes into any neighboring jurisdiction; and,
 - 2. The number and nature of Mutual Aid responses made by other ambulance providers to calls originating within the Contractor's authorized response zone.
- C. Contractor has an existing Memorandum of Understanding with Sierra Ambulance, Madera, to provide mutual aid for their communities. In addition, Sierra Ambulance agrees to respond as the first resource into parts of Mariposa County including Fish Camp, Wawona, Yosemite West and other parts of Yosemite National Park up to and including Hwy 41 and Glacier Point Road. This includes Glacier Point and Badger Pass ski resort. Mercy shall respond into these parts of Mariposa County if no Sierra Ambulance unit is available (Exhibit 8).
- D. Contractor shall not be held accountable for Emergency Response Time compliance for any Mutual Aid assignment originating outside the authorized response zone and these calls will not be counted in the total number of calls used to determine Response Time compliance.
- E. It is the MCEMSA desire to ensure that mutual aid does not cause a negative impact on Contractor or other ambulance providers. Should any ambulance provider report an adverse impact, MCEMSA, and impacted parties will agree to engage in a discussion to evaluate such level of mutual aid service between the agencies and all impacted parties will be involved in developing solutions to discuss usage reduction, if any are required.

3.5 Disaster Preparedness, Assistance, and Response

- A. Multi-casualty/Disaster Response:
Contractor shall cooperate fully with MCEMSA in rendering emergency assistance during disasters, or in multi-casualty incident responses as identified in MCEMSA's

plans. Contractor's personnel shall perform in accordance with appropriate MCEMSA multi-casualty response plan(s) and the Incident Command System (ICS). Contractor shall be involved in disaster preparedness planning for the County's Operational Area and provide support to the State of California Governor's Office of Emergency Services Region V if requested through proper channels unless the request would cause immediate failure of service to the Contractor's authorized response zone. Any refusal must be in consultation with the MCEMSA Executive Director or her/his designee. Contractor shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with and following direction provided by the MCEMSA Executive Director or County Health Officer in accordance with their respective authority and/or that of their designee as it relates to their shared responsibility as the MHOAC.

- B. **Emergency Operations Plan:**
Contractor shall be prepared to fulfill its role in the County's Emergency Operations Plan and MCI plans.
- C. **Continuity of Operations:**
Contractor shall submit a Continuity of Operations Plan (COOP) to the MCEMSA Executive Director for approval, before the start of service. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.
- D. **Incident Notification:**
Contractor shall have a mechanism in place to communicate current field information to appropriate County staff during multi-casualty, disaster response, hazardous materials incidents, and other unusual occurrences as specified and approved by the MCEMSA Executive Director.
- E. **Emergency Recall of Workforce:**
Contractor shall have the ability to efficiently and effectively recall personnel to increase ambulance deployment to meet demand for service within the authorized response zone.
- F. **Personal Protective Equipment:**
Contractor shall provide personal protective equipment for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum Personal Protective Equipment (PPE) for Ambulance Personnel in California, as well as all other applicable State and Federal requirements.
- G. **In the event MCEMSA or Mariposa County declares a disaster within the County:**
 - 1. If requested, Contractor will assign and deploy at least one (1) Field Supervisor or Manager to work closely with the MHOAC.
 - 2. In the event MCEMSA directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended if approved by the MCEMSA Executive Director. Contractor shall use its best efforts to maintain primary emergency services.
 - 3. Contractor shall follow the direction of the MCEMSA Executive Director or her/his designee during a disaster.

4. During a disaster proclaimed by the County, the MCEMSA Executive Director will determine, on a case-by-case basis, if the Contractor may be temporarily exempt from Response Time criteria. Such exemptions shall not be unreasonably withheld if Contractor can demonstrate the system impact of the disaster. When notified that multi-casualty or disaster assistance is no longer required, Contractor shall return all of its resources to primary area(s) of responsibility and shall resume all operations in a timely manner.

3.6 Interagency Training for Exercises/Drills

Contractor shall be required to participate in any MCEMSA approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

3.7 Deployment of Ambulance and Other Contractor-Managed Disaster Resources

- A. Contractor shall deploy ambulances, strike teams, and other resources, as directed by the MCEMSA Executive Director, her/his designee, or the MHOAC, via the MHOAC and Regional Disaster Medical Health Coordination (“RDMHC”) mutual aid system unless the request would cause immediate failure of service to the Contractor’s authorized response zone. Any mutual aid refusal must be in consultation with the MCEMSA Executive Director or her/his designee.

B. Ambulance Strike Team

To the best of its ability, understanding the limited resources in Mariposa County, Contractor will participate in the Ambulance Strike Team (“AST”), Medical Task Force, and the Ambulance Strike Team Leader (“ASTL”) program and will work with MCEMSA, the RDMHC, and State EMS Authority staff to ensure that trained, vetted, and fully carded ASTL staff as approved by MCEMSA are on duty daily to fulfill any requests.

3.8 Air Ambulance Service

- A. County does not expect Contractor to provide air ambulance services and reserves the right to enter into separate transport agreements with air ambulance providers.
- B. Notwithstanding any other provision of this Agreement, MCEMSA may provide for air transport of patients when such transportation is deemed to be medically in the best interest of the patient(s), in accordance to MCEMSA policies.
- C. Air transport shall not be utilized for patient transport when a ground ambulance is at scene and transport time by ground ambulance to the most accessible emergency medical facility equipped, staffed, and prepared to administer care appropriate to the needs of the patient is the same or less than the estimated air transport time and in accordance to MCEMSA policies.

3.9 Response and Transport Exceptions and Limitations

A. Response:

1. As outlined in this Agreement, Contractor has an obligation to respond to all emergency medical requests in the authorized response zone and provide at scene care and ambulance transport in accordance with MCEMSA policy except for Mutual Aid requests.

2. Although Contractor's primary responsibility is to provide ALS ambulance transportation services, Contractor will occasionally arrive at scene in the absence of public safety responders. In such cases, Contractor shall assume incident command, and will provide first response, patient care, transportation services, and incident management until the appropriate public safety responder having primary investigative authority arrives at scene and assumes incident command. Pursuant to the California Health and Safety Code, including Sections 1798.6 (a) and 1797.220, the MCEMSA delegates to Contractor's first arriving Field Supervisor the authority and responsibility to function as the authority for patient health care management at the scene of the emergency, when that Field Supervisor is at scene.

Contractor may temporarily provide service utilizing one or more BLS ambulances under the following circumstances: 1) all of Contractor's available ALS ambulance resources are committed to active incidents, unit shall be staffed by a minimum of two (2) EMT's or 2) in the event of a mass casualty incident as authorized by MCEMSA, unit shall be staffed by a minimum of one (1) EMT and one (1) Emergency Vehicle operator. In each such circumstance Contractor shall promptly notify the MCEMSA Duty Officer on-call.

- B. Transport:
 1. Contractor shall be required to transport patients from all areas of the authorized response zone, in accordance with MCEMSA Policies and Procedures.
 2. Contractor personnel are prohibited from influencing a patient's destination selection other than as outlined in the MCEMSA policy & procedures.

SECTION 4: DEPLOYMENT

4.1 Ambulance Deployment Plan

- A. Requirements:
 1. Contractor's Response Time obligations are for a performance-based approach rather than a "level of effort" undertaking involving defined locations and/or staffing patterns. Contractor shall commit to and shall be responsible for deploying and employing whatever level of effort is necessary to achieve the clinical Response Time requirements for ambulance service requests located within the authorized response zone. Contractor shall deploy ambulance resources in a manner consistent with this goal. Ambulance deployment plans will include:
 - a. Proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week;
 - b. Mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as an MCI or high flu season. Include a process that identifies how additional ambulance hours will be added by the Contractor;

- c. Maps identifying proposed ambulance station(s) and/or post locations within the geographic zones within the Response Time compliance areas;
 - d. Work force necessary to fully staff ambulances identified in the deployment plans;
 - e. Any planned use of on-call crews;
 - f. Ambulance shifts and criteria to be used in determining shift length;
 - g. Any plans in addressing fatigue and rest periods;
 - h. Any mandatory overtime requirements;
 - i. Record keeping and statistical analyses to be used to identify and correct Response Time performance problems; and
 - j. Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
- B. Contractor shall provide a sufficient number of ambulances within its authorized response zone that are fully stocked to meet 133% of peak system demand. For example, if 3 ambulances are needed to meet peak demand, an additional 1 ambulance is required to be fully equipped and ready for utilization to meet this standard.

SECTION 5: OPERATIONS

5.1 Response Time Compliance Zone

- A. There is one (1) response time compliance zone for this Agreement consisting of the geographical boundaries of Mariposa County (Exhibit 2). This zone may contain a mix of urban, suburban, rural and wilderness areas. Contractor must maintain response times with at least 90% compliance in this zone based on area type (i.e. urban, suburban, rural and wilderness). A measurement period is defined as any complete month, or accumulation of months in which the total number of calls in a response area equals or exceeds 250 calls. Response time compliance for suburban and rural responses, within the one (1) response zone, shall be calculated in a rolled-up manner. Contractor shall be required to report the performance for urban, suburban and rural separately for the purpose of data collection and system improvement. Measurement will be calculated separately for Code Two and Code Three calls. Zones will be reevaluated periodically based on changes to the US Census population data
- B. The one (1) Response Time Compliance Zone consists of all transports originating within the geographical boundaries of Mariposa County (Exhibit 2).

5.2 Response Time Areas

- A. Response Time Areas may be modified by the MCEMSA based upon updated population or census data in collaboration with the EMCC. If Response Time Areas are modified and Contractor demonstrates an associated financial impact, the MCEMSA agrees to meet and confer with Contractor over that impact to cost or revenue.
- B. There are five (5) types of Response Time Areas depicted graphically in Exhibit 2 by USNG grids;
 - a. Urban – Red numbered USNG grids;
 - b. Suburban – Tan numbered USNG grids;
 - c. Rural – Green numbered USNG grids;
 - d. Wilderness – Blue numbered USNG grids.
 - e. Yosemite National Park-Gray USNG grids, no response time standard
- C. Agency and Contractor agree to re-evaluate response time grids after one (1) year.

Call Type	Response Time Standard
Urban Area Response to 90 percent of call each month	
Code 3	11:59
Code 2	15:59
Suburban Area Response to 90 percent of calls each month	
Code 3	19:59
Code 2	23:59
Rural Area Response to 90 percent of calls each month	
Code 3	29:59
Code 2	33:59
Wilderness Area Response to 90 percent of calls each month	
Code 3	ASAP
Code 2	ASAP

5.3 Response Time Management

- A. Dispatch CAD data and the FirstWatch On-line Compliance Utility (“OCU”) application shall be used to monitor and calculate response times. Ambulance Response Time standards are designed to provide the appropriate pre-hospital response appropriate to the patient status. Response Time and compliance will be measured and reported on a fractile basis.
- B. Response Time specifications reflect a performance-based perspective rather than a level of effort undertaking involving defined locations. Contractor shall commit to necessary resources to achieve the Response Time standards for ambulance service

requests located within the non-exclusive operating area. Contractor shall deploy ambulance resources in a manner consistent with this goal.

- C. Each incident is a separate response.
- D. Each incident will be counted as a single response regardless of the number of units that are utilized.
- E. The Response Time of the Contractor's first arriving emergency ambulance will be used to compute Contractor's Response Time for that incident. This includes ambulance response from an entity requested to provide Mutual Aid for the Contractor. Contractor shall alert dispatch of all paramedic Field Supervisor and/or paramedic QRV responses to the scene of an emergency and all associated times shall be documented. Paramedic Field Supervisor and/or paramedic QRV response times shall be utilized for purposes of computing Response Time compliance for a maximum of four minutes when on-scene with fire.

5.4 Calculation of Response Times

- A. Calculation of Response Time shall begin at the time the following information, at a minimum, is assigned to the assigned ambulance crew:
 - 1. Call priority;
 - 2. Exact address or descriptive location such as building or landmark;
- B. Calculation of Response Time shall stop when:
 - 1. The assigned ambulance notifies dispatch that it is "at-scene," which is defined as AVL showing 10 miles per hour or less at the location where it shall be parked during the incident; or
 - 2. The assigned ambulance notifies dispatch via radio communications that it is "at-scene;" or
 - 3. In the instance of a response to an apartment or business complex, or mobile home park, when the unit enters the complex; or
 - 4. In the event "staging" is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area, or;
 - 5. At the time that dispatch notifies the assigned ambulance to cancel its response.
- C. In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to dispatch that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Contractor may also validate at scene time by mobile data terminal (MDT) time stamp as documented in CAD, automatic vehicle locator (AVL) or radio recording play back.
- D. Calculating Response Times - Changes in Call Priority:
 - 1. Response Time calculations to determine compliance with Agreement standards shall be as follows:

Downgrades – If a call is downgraded to a lower priority prior to the emergency ambulance’s arrival at the scene, Contractor’s compliance will be calculated based on whether the higher priority Response Time standard has been exceeded at the time of the downgrade.

Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident prior to the emergency ambulance’s arrival at scene, Contractor shall be deemed compliant, provided the upgrade or change in priority does not occur after the passage of the lower priority Response Time threshold.

Reassignment En-route – If an emergency ambulance is reassigned en-route or turned around prior to arrival at scene (e.g., to respond to a higher priority request), compliance will be calculated based on the Response Time standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an emergency ambulance at scene from which the ambulance was diverted.

Canceled Calls – If an assignment is canceled prior to the emergency ambulance’s arrival at scene, compliance will be calculated based on the elapsed time from assignment to the time the call was canceled.

5.5 Response Time Corrections and Exemptions

- A. Contractor shall file a request for each desired Response Time Correction or Exemption with MCEMSA via the FirstWatch Online Compliance Utility (OCU) within 15 days of the end of the previous month. Such request shall include the date, the time, and the specific circumstances causing the delayed response. The MCEMSA Executive Director or her/his designee shall grant or deny Exemptions to performance standards and shall so advise the Contractor. The MCEMSA Executive Director or her/his designee will respond to time correction requests utilizing the OCU. The burden of proof that there is good cause for the correction or the exemption request shall rest with the Contractor.
- B. Contractor may request Response Time Correction(s) of arrival at scene time(s). In incidents when the assigned ambulance crew fails to report their arrival at scene, the time of the next radio communication from the crew or other at scene personnel to dispatch that indicates that the ambulance has already arrived at the scene shall be used as the arrival at scene time. Alternatively, at scene time may be validated by CAD timestamp, audio recording (wav. file) or Geographic Positioning System (GPS) based on Automatic Vehicle Location (AVL) technology.
- C. Each request for ambulance service located within the Contractor's assigned operating area shall be included. In some cases, late and specified other responses will be exempted from Response Time compliance calculations. These exemptions will be for good cause only, as reasonably determined by MCEMSA in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with the Contractor. Contractor may request that a response be exempted from the calculation of Response Time Standards, if that call meets the criteria defined below. Contractor shall file a request for each desired Response Time Exemption with MCEMSA via the FirstWatch OCU within 15 days of the end of the previous month. Such request shall include the date, the time, and the specific circumstances causing the delayed response. MCEMSA Executive Director or her/his designee shall grant or deny exemptions to performance

standards and shall so advise the Contractor. The MCEMSA Executive Director or her/his designee will respond to Exemption requests utilizing the OCU.

D. Examples of Exemptions include, but are not limited to:

- a. Inclement weather conditions which impair visibility or create other unsafe driving conditions;
- b. Wrong address provided by the requesting party;
- c. Unavoidable delay caused by road construction;
- d. Restricted roadway access;
- e. Dispatch error;
- f. Delays in transferring care to a hospital emergency department. It will be the provider's responsibility to adequately document the facts surrounding the occurrence to include at minimum the facility, date, and all clock times (dispatch of call through time unit available) in accordance with MCEMSA policy.
- g. All other exemption requests shall be for good cause only, as determined by the MCEMSA. Exemptions shall be considered on a case-by-case basis. The burden of proof that there is good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response.
- h. Response to a non-paved roadway (i.e., Forest Service Road) in a Suburban, Rural or Wilderness response area.

E. Contractor shall maintain sufficient resources to achieve the specified Response Time standards. Contractor shall be responsible for prudent and reasonable planning and action related to system deployment. This may include, but is not limited to, deploying additional unit hours for holidays, special events, and weather-related emergencies, including periods of excessive heat or cold, or other weather-related anomalies, to accommodate related additional workload.

5.6 Response Time Reporting Requirements

- A. Response Time performance reporting requirements and documentation of incident time shall include, but is not limited to:
 1. Time call received by dispatch from PSAP;
 2. Time ambulance crew assigned;
 3. Time en-route to scene;

4. Arrival at scene time;
 5. Arrival at patient's side;
 6. Total at scene time;
 7. Time en-route to transport destination;
 8. Total time to transport to destination;
 9. Arrival time at the destination;
 10. Time of patient transfer to receiving hospital personnel (transfer of care); and
 11. Time available at the destination (i.e. return to in service status).
- B. These reporting requirements may change. MCEMSA agrees to meet and confer with Contractor over such changes. If reporting requirements are modified and Contractor demonstrates an associated financial impact, MCEMSA Executive Director agrees to meet and confer with Contractor over that impact and cost or revenue mitigation.
- C. Contractor must synchronize its clocks with the Universal Time Coordinated ("UTC"). UTC is the basis for civil time. This 24-hour time standard is kept using highly precise atomic clocks combined with the earth's rotation.

5.7 Response Time Standards

- A. It is the goal of MCEMSA to deliver the contractual response time standards to all incidents ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of individual deviations of response times is built into the Response Time measures.
- B. Contractor is expected to maintain a minimum compliance of 90% in each Response Time Zone.
- C. Phase-In Period (Discovery Period): For the first twelve (12) months after the agreement is implemented, (beginning January 1, 2025 through December 31, 2025) Response Time requirements specified herein shall not be enforced to allow for adjustments in system deployment plans, response areas, or response time requirements. For the remainder of the Agreement period, Response Time requirements must be met.
- D. If MCEMSA, with recommendation of the Emergency Medical Services Committee (EMCC) or other oversight committee designated by the MCEMSA Executive Director, determines that Contractor for 3 consecutive compliance periods has failed to maintain Response Time compliance as required by this Agreement and/or more than 6 compliance periods in a single zone in any rolling 12-month period, the MCEMSA may determine that there is a breach.

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

1. Contractor agrees to conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.
2. In consultation with MCEMSA, Contractor agrees it will utilize available resources and technology that do not unreasonably impact Contractor's cost or revenue to implement all process review study recommendations.
3. Contractor agrees to conduct 100% review (Clinical and Operations) on Extended Response calls.

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

5.8 Vehicles

- A. Contractor shall provide and maintain all ambulances, support vehicles, and on-board equipment used by Contractor to perform the services required by this Agreement. All Contractor vehicles herein shall be fully committed to services provided to Mariposa County under the terms of this Agreement. All costs associated with these vehicles shall be the responsibility of the Contractor.
- B. Contractor shall continuously provide a sufficient number of ambulances to meet 133% of peak system demand and not less than a total fleet of four (4) ambulances.
- C. Mobile Simulation Lab:
Contractor will support the MCEMSA Mobile Simulation Lab program through MCEMSA Oversight and Monitoring Fees as stated in Section 11.8. MCEMSA will make the Mobile Simulation Lab available to supplement Contractor's employee education program as well as fire agency education within the Contractor's authorized response zone. Furthermore, Contractor will provide expert clinical staff to work in partnership with MCEMSA, fire staff and other providers to facilitate the instructional programs associated with the Mobile Simulation Lab. Contractor understands that the Mobile Simulation Lab is a regional resource with financial contributions made by all ambulance providers within the MCEMSA region. The vehicle will be utilized both within Contractor's operating area and outside of the operating area at the sole discretion of MCEMSA. MCEMSA will provide an EMS Specialist to manage the regional education program, run all simulation scenarios and provide direct instruction. MCEMSA will provide the SimMan and associated maintenance.

5.9 Vehicle Specifications

- A. Ambulances:
 1. Ambulances must conform to the following requirements:
 - a. Industry standard Type II or Type III ambulance;

- b. To the extent possible, be identically configured. It is understood that there will be manufacturer changes that are beyond the control of the Contractor;
- c. Meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail;
- d. Meet or exceed the recommendations for ambulances by the Ambulance Manufacturers Division of the National Truck Equipment Association;
- e. Be limited to a maximum mileage of 250,000 miles on primary, first line units and 300,000 on backup units; and
- f. Meet or exceed the equipment standards of the State of California and MCEMSA policies and procedures.
- g. Contractor will maintain and have available equipment appropriate and capable of responding to calls for service throughout the response area, including non-paved and snow-covered roads.

B. Supervisor Vehicles:

- 1. If utilized, Contractor's Supervisor Vehicles shall be equipped and meet Department of Transportation and National Fire Protection Association standards for Code 3 response, SUV-type vehicles, with rear command consoles, and carry all equipment and supplies necessary to function as a First Responder in accordance with MCEMSA requirements, policies, and procedures.
- 2. If utilized and to the extent possible, Supervisor Vehicles shall be identically configured. It is understood that there will be manufacturer changes that are beyond the control of the Contractor.
- 3. If utilized, Supervisor Vehicles shall not exceed 250,000 miles, maintain good repair and appearance and follow manufacturers' maintenance/replacement schedule.

C. Vehicle Markings:

- 1. Vehicle markings shall be consistent with California Civil Code sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.
- 2. Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Agency (NFPA) Standard 1901 (2016) for vehicles.
- 3. Ambulance and Supervisor vehicles shall display the "9-1-1" emergency telephone number but shall not display any other telephone number or advertisement.
- 4. Ambulance and Supervisor vehicles shall be marked to identify the name of the Contractor.

5. Contractor shall not alter the overall design, color and / or lettering of its existing emergency response vehicles without MCEMSA approval. MCEMSA shall have the right to approve or modify the overall graphics design, color and lettering used for emergency response vehicles (which shall have a base color of white) purchased or otherwise introduced during the term of this agreement.

5.10 Equipment

- A. Contractor shall have sole responsibility for furnishing all equipment necessary to provide required service. Contractor shall provide and maintain in good repair and safe working order all vehicles, medical supplies/equipment, on-board mobile voice and data equipment compatible with County systems, office facilities and furnishings, and voice/IT equipment to be used by Contractor to perform its 9-1-1 Ambulance Services. MCEMSA shall have the right and be granted access to inspect Contractor's vehicles and local facilities at any time without prior notice.
- B. Contractor vehicles shall be stocked by the Contractor with ALS supplies and equipment in accordance with MCEMSA requirements and carry essential medical equipment and supplies so that initial patient care can be provided should this vehicle arrive first at the scene of an emergency. Additionally, these vehicles will carry equipment and supplies necessary for multi-casualty incidents as specified by MCEMSA.
- C. Contractor agrees that equipment and supply requirements may be changed with the approval of the MCEMSA Executive Director due to changes in technology, regulations, or for other appropriate reasons. Should requirement changes have a financial impact, Contractor and MCEMSA agree to meet and confer over that impact, both short and long-term.
- D. Each ambulance must carry standardized equipment and supplies that meet federal, State, and local MCEMSA requirements, policies and procedures. To the extent possible, such equipment and supplies will be stored in the same location in all ambulances.
- E. All expendable supplies, including medications and oxygen, must be restocked by Contractor. All medical equipment shall be in good repair and safe working order at all times. Each ambulance will be fully stocked according to MCEMSA Policies.
- F. Fire Department resupply:
Whenever disposable standard medical supplies (excluding oxygen, auto-injectors and narcotics) are used by fire department on scene prior to ambulance arrival, the responding fire agency will be restocked and resupplied by the on-scene ambulance prior to departure at no cost to the fire agency. In the event that rapid transport is needed, and the fire agency is not restocked at scene, the Contractor's Supervisor will be notified, and the supplies will be delivered to the fire station within the hour or best effort.
- G. Vehicle and Equipment Maintenance:
 1. Contractor shall maintain all vehicles in good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall

be accomplished, and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability.

2. Contractor shall be responsible for all maintenance of ambulances, support vehicles, and on-board equipment used in the performance of its work. MCEMSA requires that all ambulances and equipment used in the performance of this Agreement be maintained in good repair and safe working order. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, or the safety of the operators or the public, must immediately be removed from service and repaired or replaced in a timely manner.
 3. MCEMSA requires that ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained, be removed from service and repaired or replaced in a timely manner.
 4. Contractor must implement an ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to modern high performance 9-1-1 Ambulance Services by:
 - a. Utilizing appropriately trained personnel knowledgeable in the maintenance and repair of commercial vehicles;
 - b. Developing and implementing standardized maintenance practices; and
 - c. Incorporating an automated electronic maintenance program record-keeping system.
 5. Contractor shall submit its vehicle maintenance plan to MCEMSA annually.
 6. Contractor shall maintain its vehicles and bio-medical equipment to, or exceeding, manufacturer's recommendations and standards which shall be updated annually at minimum. All costs of compliance testing, maintenance and repairs, including parts, supplies, and inventories of supplies, labor, sub-contracted services and costs of extended warranties, shall be at the Contractor's expense.
 7. MCEMSA shall have access to all vehicle and equipment maintenance reports upon request within two (2) business days of the request. In the instance of a sentinel event; however, Contractor shall give MCEMSA immediate access upon request.
- H. Communication System Equipment and Management:
1. Contractor shall utilize the current VHF radio system for two-way voice communications between its dispatch center, ambulances and Supervisor Vehicles. Contractor shall consult with MCEMSA in advance of purchasing or installing radios.
 2. Each ambulance and Supervisor Vehicle shall be equipped with a UHF and VHF mobile radio in the front cab and ambulances shall be capable of hospital communication in the rear/patient compartment.
 3. Each ambulance and Supervisor Vehicle shall be equipped with a UHF portable radio for each assigned crew member for medical communication and communication with dispatch, and at least one portable radio which is capable of communicating on VHF fire channels when necessary.

4. Contractor shall equip each of its ambulances and supervisors with appropriate emergency communications and redundant alerting devices enabling immediate notification of on-duty ambulance and supervisor personnel of emergency situations and associated system needs. Each ambulance and supervisor on-duty must be able to communicate at all times and locations with dispatch, other ambulances, supervisors, receiving hospitals, fire agencies, and MCEMSA.
5. Contractor may equip and have Automatic Vehicle Location (“AVL”)/Geographic Positioning System (“GPS”) technology in its ambulances and Supervisor Vehicles. If equipped, AVL/GPS shall be continuously operable while the vehicle is in service (except when compromised by factors determined by MCEMSA beyond the Contractor’s control) for purposes of System Status Management including but not limited to unit selection, dispatch, tracking, safety, and Response Time reporting. The AVL/GPS equipment shall be interfaced with the CAD system at the CalFire MMU Emergency Communications Center and shall transmit data with speed as close to near real-time as technologically possible.
6. Each ambulance and supervisor vehicle may have a mobile data computer (“MDC”) which shall be interfaced with the CalFire MMU Emergency Communications Center and capable of timely exchange of dispatch CAD essential incident and status data in accordance with MCEMSA requirements. The MDC shall contain integrated mapping software which provides real time automated distance and traffic-based destination routing, thereby enabling efficient and timely vehicle travel. MDCs and associated software shall transmit, receive, and process data with speeds as close to near real-time as technologically possible.
7. Contractor shall provide mobile computers or tablets with software to generate an ePCR and cellular data transmission capabilities to send an ePCR to the receiving hospital for each of its ambulances.
8. In addition to the above requirements, the Contractor shall meet the following requirements on all ambulances and Supervisor Vehicles:
 - a. Communications Equipment – Contractor shall provide cell phones for direct landline communications with the base hospital, receiving hospitals, dispatch centers, and other necessary personnel or agencies.
 - b. California Emergency Coordination Radio System (“CALCORD”) – Contractor shall equip all ambulances and Supervisor vehicles with radio equipment suitable for operation on CALCORD.
9. Contractor shall be 100% responsible for the cost of maintenance, repair, and replacement of pagers, cell phones, tablets, computers, MDCs, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, and cellular accounts, including data fees on equipment owned by Contractor.

SECTION 6: PERSONNEL

6.1 Key Personnel

The following positions are Key Personnel for all purposes. MCEMSA shall have direct access to the Key Personnel identified in this Agreement at all times. This includes the right to call regular meetings with Key Personnel, as well as unscheduled inspections, interviews, and visits. Key Personnel shall be required to cooperate fully with MCEMSA.

MCEMSA expects and requires professional and courteous conduct and appearance at all times from Contractor's ambulance personnel, managers, and executives. Contractor shall address and correct any departure from this standard of conduct. Contractor's personnel may hold more than one identified Key position.

A. Operations Manager:

1. Contractor must provide a full-time, Operations Manager who shall oversee and be responsible for the overall performance of its operations, including ensuring adherence to organizational policies and procedures guiding the delivery of high-quality services.
2. This individual shall be available and accessible during normal business hours via phone and/or email.
3. This individual shall be qualified by education, training, and experience to manage the day-to-day operations of an organization that provides 9-1-1 ALS Emergency Ambulance Services.
4. This individual shall be responsible for Response Time compliance, all data requests, daily monitoring of operational Key Performance Indicators, and shall also serve as the liaison to dispatch and for internal and external billing matters.

B. Provider Medical Director:

1. Contractor shall provide a physician licensed by the State of California, experienced in emergency medical services, to oversee its clinical services.
2. This individual must be experienced in emergency medicine, and preferably Board Certified in Emergency Medicine .
3. This individual shall facilitate the procurement of, be responsible for, and oversee all pharmaceuticals including but not limited to controlled substances used by the Contractor in delivering service.
4. Contractor understands that the Provider Medical Director is distinct from, and does not have the powers or authority of, the Medical Director of MCEMSA, as defined in California Health and Safety Code section 1797.202.

C. Clinical Education Specialist/Manager:

1. Contractor shall employ a Clinical Education Specialist/Manager. This individual shall be a paramedic with a minimum of three years' full-time experience working in a 9-1-1 system and who has completed additional training in EMS leadership and

education including but not limited to Incident Command System (“ICS”) 300, Advanced Medical Life Support (“AMLS”), advanced airway management, and Critical Incident Stress Management (“CISM”). AMLS, advanced airway management (or equivalent approved by MCEMSA) and CISM training must be completed within nine (9) months from date of hire.

2. This individual shall be responsible for day-to-day clinical oversight of Contractor’s accredited paramedics and certified EMT, clinical investigations, new hire orientation, initial and continuing education, employee development, clinical quality assurance and continuous quality improvement.
3. The Clinical Education Specialist will provide concurrent continuous quality improvement in the field, including real-time clinical support and mentorship to paramedics and EMTs.
4. within the ICS system, the Clinical Education Specialist may provide medical command and control during major incidents.
5. A minimum of 10 hours per week of this individual’s time must be dedicated to clinical quality improvement tasks and initiatives as required under this agreement. Outside assignments shall not detract from this individual’s quality improvement/clinical oversight responsibilities.

6.2 Changes in Persons Acting as Key Personnel

- A. Contractor agrees that each Key Personnel position must be filled by an individual who is committed to and responsible for the functions of that position, and that it shall not transfer or reassign responsibilities identified above without notifying MCEMSA and meeting to discuss the impact.

Contractor may have management and supervisory personnel to manage all aspects of emergency ambulance service, including administration, operations, EMS training, record keeping, and field supervision.

6.3 Ambulance Staffing Requirements

- A. All ambulances rendering services under this Agreement shall be staffed and equipped to render ALS level care and transport, may also include a tiered response to provide for a BLS ambulance to MCEMSA Medical Director approved acuity levels.
- B. Ambulances must be staffed with at least one accredited paramedic. The second crew member shall be another licensed paramedic or certified EMT who has completed an additional, if any, curriculum required and approved by MCEMSA. Responding transport units must be prepared to interface seamlessly with fire department personnel responding to the same call.

6.4 Working Conditions for Ambulance Personnel

A. Comfort Stations:

1. The Contractor is required to provide a minimum of one(1) “comfort station” located within the Contractor’s authorized response zone that is accessible to on-duty field-based personnel 24/7. Staff quarters may be utilized as a comfort station if it meets the requirements herein. At a minimum, these facilities shall:
 - a. Be climate controlled (air conditioning and heat);
 - b. Have adequate and comfortable seating to accommodate a complete on-duty crew;
 - c. Have adequate beds to accommodate an on-duty 24-hour crew;
 - d. Have at least one operable toilet, sink, shower, microwave and refrigerator;
 - e. Have at least one desk and task chair;
 - f. Have data capability to enable patient care charting; and
 - g. Have adequate accommodations to meet the needs of nursing mothers.
2. Any changes to the locations of Contractor’s comfort stations or local headquarters will be subject to approval of the MCEMSA Executive Director. Such approval shall not be unreasonably withheld.

SECTION 7: CLINICAL QUALITY AND PERFORMANCE

7.1 MCEMSA Medical Oversight

- A. MCEMSA will furnish medical control services including the services of the MCEMSA Medical Director for all system participants’ functions in the EMS System (e.g., medical communications, First Responder Agencies, transport providers).
- B. MCEMSA, through base hospital physicians (as defined in Health and Safety Code section 1797.59), shall also provide online medical control to field personnel 24-hours a day, seven days a week, 365 days a year.
- C. MCEMSA recognizes the unique role of the MCEMSA Medical Director in delegating to Contractor’s personnel the authority to perform certain medical interventions in accordance with the standards outlined by California law.
- D. Contractor shall immediately notify MCEMSA of potential violations of the California Health and Safety Code, California Code of Regulations, or MCEMSA policy and protocols. Contractor shall complete an incident or unusual occurrence report within 24-hours for personnel involved in an unusual occurrence. Contractor shall cooperate fully with MCEMSA and/or the California EMS Authority in the investigation of an incident or unusual occurrence.

7.2 Protocols, Policies, and Procedures

- A. To ensure appropriate levels of quality care, Contractor and its personnel shall comply with all MCEMSA policies, procedures, and medical protocols and other requirements established by the MCEMSA Medical Director.
- B. MCEMSA may require that any of the Contractor employees attend a medical review/audit when necessary for clinical quality improvement purposes, at no cost to MCEMSA.

7.3 Clinical Quality Improvement

- A. The goal of Contractor's Quality Improvement Plan is to attain the highest level of performance for an emergency medical services system in California. Services and care delivered must be evaluated by the Contractor's internal quality improvement processes and, as necessary, through MCEMSA's quality improvement procedures to improve and maintain clinical excellence.
- B. The Contractor must make a continuous effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

7.4 Quality Performance

- A. Contractor, in collaboration with the dispatch center, shall participate in the development of a written quality improvement plan which shall be approved by MCEMSA.
- B. Contractor must submit the quality improvement ("QI") plan prior to the Service Start Date. The plan shall be consistent with the guidelines outlined in California Code of Regulations, Title 22, Division 9, Chapter 12 and the MCEMSA EMS Quality Improvement Plan and adhere to any future changes to the plan. The plan must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The plan may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.
- C. Ongoing QI requirements:
 - 1. Review and submit the QI program annually for appropriateness to the provider's operation and revise as needed;
 - 2. Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with MCEMSA Medical Director or her/his designee;
 - 3. Submit a quarterly report to MCEMSA to show compliance with the approved plan and areas for improvement including key performance indicators for STEMI, stroke,

advanced airway, cardiac arrest, trauma, pain, customer satisfaction, pediatric skills, medication errors, complaint satisfaction, employee satisfaction, paramedic skill retention and safety; and

4. Provide MCEMSA with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.
- D. Contractor shall actively participate in MCEMSA's Continuous Quality Improvement (CQI) Committee, Regional STEMI Committee, Regional Stroke Committee, the Trauma Audit Committee and other quality improvement committees as required by MCEMSA. These may include making available relevant records for program monitoring. This commitment includes, but is not limited to:
1. Active participation of Contractor's senior leadership in EMS groups or committees dealing with quality management;
 2. Designation of a Quality Manager to oversee Contractor's quality program;
 3. Submission of monthly comprehensive key performance indicator reports to MCEMSA;
 4. Active participation in projects designed to improve the quality of EMS in Mariposa County;
 5. Description of the Contractor's overall approach to comprehensive quality management; and
 6. Active participation, when available, in local Health Information Exchange ("HIE") data sharing initiatives approved by MCEMSA.

7.5 Quality Processes and Practices

- A. The Contractor shall strive for clinical excellence. This includes, but is not limited to:
1. Clinical care and patient outcome;
 2. Skills maintenance/competency;
 3. Mastery of MCEMSA Policies and Procedures;
 4. Patient care and incident documentation;
 5. Evaluation and remediation of field and dispatch personnel;
 6. Measurable performance standards; and
 7. Implementation and operationalization of its Quality Improvement Plan.

7.6 Clinical and Operational Benchmarking

- A. Benchmarking of Key Performance Indicators (KPI) including those focused on clinical care is required. It is anticipated that the KPIs will evolve with the development of the

local EMS system as approved by MCEMSA Medical Director and MCEMSA Executive Director.

- B. Contractor shall provide information necessary to benchmark KPIs. KPI benchmarking may include comparing clinical data published by the National Association of EMS Physicians or other national organizations (e.g., EMS Compass) comparing Mariposa County EMS with other similarly designed clinically sophisticated systems.

7.7 Clinical Performance Requirement

- A. The MCEMSA Medical Director shall establish annual Key Performance Indicators for the MCEMSA system. These indicators shall be designed to monitor and improve the quality of patient care provided by the Contractor. In accordance with MCEMSA policy 620.10, the Contractor agrees to comply with these measures and achieve a minimum compliance rate of 90% for each indicator.
- B. The MCEMSA Medical Director shall review and update the Key Performance Indicators annually in consultation with the Continuous Quality Improvement Committee and a review of industry standards. The Contractor shall implement any changes to the Key Performance Indicators within 30 days.
- C. Failure to meet the 90% compliance for any clinical indicator identified in MCEMSA policy 620.10 for three consecutive months, may result in a performance review and corrective action plan pursuant to section 12.8 of this agreement. The Contractor shall take all necessary steps to improve performance and achieve compliance.
- D. The Contractor acknowledges that compliance with the Key Performance Indicators is essential for maintaining high standards of patient care and ensuring the safety of the community. Both parties agree to work together in good faith to achieve and maintain compliance with the established Key Performance Indicators.
- E. Phase-In Period (Discovery Period): For the first six (6) months after the agreement is implemented, (beginning January 1, 2025 through June 30, 2025) clinical performance requirements specified herein shall not be enforced to allow for adjustments identified by the MCEMSA Medical Director. For the remainder of the Agreement period, Clinical standard requirements must be met.

SECTION 8: DATA AND REPORTING

8.1 FirstWatch System Requirements

System Requirements for Response Time and Clinical Performance Measurement.

MCEMSA will use FirstWatch and First Pass to monitor the performance of Contractor in delivering EMS services to Mariposa County under the terms of this Agreement. Contractor shall be granted access to OCU and First Pass by MCEMSA, which shall be supported by Contractor's Clinical and Operational personnel. The FirstWatch data platform will be interfaced to Contractor's CAD and ePCR program to automate the process of compliance reporting, provide real-time clinical and operational performance dashboards and enable prompt alerting based upon events transpiring in the EMS system. The cost of any changes

to the Contractor's ePCR or CAD that result in programming changes by FirstWatch shall be borne by the Contractor.

Contractor shall participate in future surveillance and technology initiatives undertaken by the MCEMSA. Contractor shall be financially responsible for any required data source integration to the FirstWatch surveillance platform. Contractor is responsible for any fees charged by Contractor's ePCR vendor for integration into FirstWatch/First Pass.

8.2 Data and Reporting Responsibility

Contractor shall provide detailed operations, clinical, administrative, and financial data as requested and in a manner approved by MCEMSA.

8.3 Performance Data and Reporting

A. Contractor will collaborate with MCEMSA to provide routine and ad hoc reports.

B. Contractor shall provide a log-in for read-only access to electronic Patient Care Reports for QI/Investigation purposes.

C. Contractor shall support the implementation of technology that will fully integrate electronic records and alignment of EMS data sets system-wide, in cooperation with MCEMSA. A fully implemented tool will be capable of the following:

1. Allow for quantitative and qualitative reporting of overall clinical and operational performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison, and greater collaborative research opportunity; and

D. Contractor shall work in earnest and good faith with MCEMSA on all data initiatives used to support clinical care and quality improvement.

8.4 Electronic Patient Care Reporting

A. Contractor will be required to provide electronic patient care record data, in a form and timeframe prescribed by MCEMSA, pursuant to California Health and Safety Code section 1797.227 and approved by the MCEMSA Medical Director, for patient documentation on all EMS system responses by Contractor and/or fire departments within the operating area including patient contacts, cancelled calls, and non-transport. The ePCR shall be accurately completed to include all information required by MCEMSA and California Code of Regulations, Title 22, Division 9, Chapter 4, Section 100170 and 100171.

B. The ePCR system must have the capability of mobile data entry in the Contractor's ambulances, fire first response vehicles, and Supervisor Vehicles as well as at the patient's bedside. The ePCR system shall comply with the current versions of NEMSIS and CEMSIS. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR system shall also comply with the current mapping standards and data dictionary, as promulgated by EMSA and MCEMSA. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities such as EMSA and hospitals in an HL7 format.

- C. The ePCR system must have the capability to:
 - 1. Link with the CAD to import all data for all calls;
 - 2. Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field;
 - 3. Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support;
 - 4. File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record; and
 - 5. Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system.

- D. The MCEMSA approved ePCR must be completed for all patients after patient contact pursuant to MCEMSA policy 560.11. Contractor must provide direct, log-in access to patient care records at the receiving facilities and to MCEMSA clinical staff in computer readable format and suitable for statistical analysis for all 9-1-1 ambulance responses. Records shall contain all information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, and non-transports. Contractor shall provide electronic ePCR data to MCEMSA, and the CA EMS Authority, in a form prescribed by MCEMSA, pursuant to California Health and Safety Code, Section 1797.227, within a reasonable timeframe specified by MCEMSA policy. Vital signs and relevant data must be downloaded from the Contractor's cardiac monitor directly into the ePCR for all patients in which a cardiac monitor was utilized.

- E. MCEMSA approved ePCR, shall be entered at the receiving hospital before returning to service for each critical patient pursuant to MCEMSA policy.

- F. MCEMSA approved ePCR shall be entered before returning to service in any sentinel event or unusual circumstance constituting or potentially constituting a threat to the public health and safety in accordance with MCEMSA policy.

- G. Contractor's ePCR must provide other data points reasonably requested by MCEMSA, including any needed modifications to support EMS system data collection.

- H. As health information systems evolve, the Contractor agrees to work with MCEMSA and local hospitals to establish, and/or participate in, a Health Information Exchange ("HIE") with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities including analysis of outcome data associated with individual patients. Should Contractor demonstrate that such HIE efforts have an associated financial impact, Contractor and MCEMSA agree to meet and confer over that impact to cost or revenue.

8.5 Records and Required Reports

- A. Personnel Reports:

1. Contractor shall provide MCEMSA with a list of all EMTs and paramedics currently employed by Contractor as of the date of this Agreement, and monthly thereafter and shall update that list whenever there is a change throughout the year.
 2. The personnel list shall include, at a minimum:
 - a. Name;
 - b. California paramedic license number and expiration date or EMT certification number and expiration date;
 - c. Expiration date of all required courses;
 - d. California Driver's License number;
 - e. Residential address; and
 - f. Email address.
- B. The County expects Contractor to proficiently plan for and manage turnover so as to ensure the stability of its operations at all levels. Contractor shall develop and implement mechanisms to track, report, and address turnover to the satisfaction of the MCEMSA Executive Director.

8.6 Community Report

- A. Contractor shall provide as requested, a report to MCEMSA on community activities meeting MCEMSA requirements including, but not limited to:
1. Number of conducted community education events;
 2. Public relations activities; and
 3. Employee recognition.

8.7 Customer Feedback Surveys

- A. Customer Service Outreach and Customer Inquiries:
1. Contractor will develop a mechanism for internal and external customers to comment on the care provided by Contractor and will provide access to comments to MCEMSA. All complaints may be anonymous but are to be counted with a unique identification number along with date and time of receipt.
 2. Contractor shall have a customer service telephone line giving internal and external customers and system participants the ability to contact a designated local liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The telephone line shall be accessible without charge to all callers within the continental United States.
 - a. The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number will be published on the Contractor's website and publicized at local healthcare facilities and public safety agencies.

- b. If the number is answered by an automatic greeting and/or menu selection, the initial message must immediately convey that this is a customer service line, and if caller has an emergency to hang up and dial 9-1-1 in case the caller inadvertently called the customer service line looking for emergency service.
 3. Members of the Contractor's Leadership Team are to be automatically notified of any incoming external complaint calls. Incidents that require follow up to the customer must be resolved by the end of three (3) business days from when the call was received, and if not possible, notification must be made to the customer with the status of the request.
- B. Handling Service Inquiries and Complaints:
1. Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
 2. Contractor shall submit to MCEMSA, on a monthly basis, a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the MCEMSA Medical Director using the MCEMSA's unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.

8.8 Other Reports

- A. Contractor shall promptly allow for the inspection of and/or provide a copy of other reports and/or records as may be reasonably required by MCEMSA Executive Director.
- B. These reports and/or records include copies of any memos and/or other correspondence distributed to field personnel related to EMS clinical or operational issues as well as newsletters or updates provided to Contractor's personnel and/or system stakeholders.

SECTION 9: SUB-CONTRACTING

9.1 Sub-contracting Restrictions

Except for the sub-contracting provisions specified herein, Contractor shall not assign or sub-contract any portion of the Agreement for services to be rendered without prior written consent of MCEMSA and any assignment made contrary to the provisions of this section may be deemed a material breach of the Agreement, and at the option of MCEMSA shall not convey any rights to the assignee.

SECTION 10: ADMINISTRATIVE REQUIREMENTS

10.1 Regulatory and Policy Requirements

- A. Contractor shall provide services in accordance with the requirements of [California Health and Safety Code sections 1797 et seq.](#), [California Code of Regulation, Title 22, Division 9](#), and MCEMSA Policies and Procedures (<https://www.MCEMSA.org/policies>) and all other applicable State and Federal requirements, including any amendments or revisions thereof.
- B. Contractor shall follow all direction provided by MCEMSA Executive Director, her/his designee, or MCEMSA Medical Director.
- C. Contractor shall comply with Response Time Standards to all areas of the authorized response zone.
- D. Contractor will cooperate with MCEMSA's ongoing development of policies and procedures for appropriate patient care.

10.2 Personnel

Workforce and Diversity. The Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified, licensed and/or accredited. Contractor is encouraged to ensure diversity in the workforce and address diversity alignment with its communities served.

10.3 Work Schedules and Human Resource Issues

- A. Contractor shall employ reasonable work schedules and conditions. Provider fatigue and the impairment associated with fatigue pose a significant safety risk for patients, partners, and others in the community. Patient care must not be compromised by impaired motor skills of personnel working extended shifts, voluntary overtime, or mandatory overtime without adequate rest.
- B. At least 51% of the Contractor's proposed schedule shall be Contractor's full-time employees.
- C. Contractor's work schedules and assignments will provide reasonable working conditions for ambulance, Field Supervisor and Clinical Field Specialist personnel. Neither ambulance nor Field Supervisor or Clinical Field Specialist personnel shall be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance, Field Supervisor and Clinical Field Specialist personnel shall have sufficient rest periods to ensure that they remain alert and well rested during work periods.
- D. Average unit hour transport utilization ratios for Contractor's ambulance crews regularly scheduled to work in excess of twelve (12) hours must not exceed 0.40. Contractor shall track unit hour utilization and, upon request, make that data available to MCEMSA.

10.4 Personnel Licensure and Certification

- A. All persons employed by Contractor in the performance of its work, shall be competent and hold appropriate licenses, certifications, and permits in their respective professions and shall undergo a criminal record check. All Contractor's field and administrative employees must meet MCEMSA policies for certification and training.
- B. All of Contractor's ambulance and Field Supervisor personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California and, for paramedics, accredited in Mariposa County. Certification and accreditation requirements are as stated on MCEMSA website (<http://MCEMSA.org/policies>) and the website of the State EMS Authority (<https://ems.ca.gov/>).
- C. At all times, Contractor shall retain current documentation including issued course completion certificates and/or cards of all credentials required by MCEMSA and/or the State of California including but not limited to copies of current and valid EMT certification and paramedic license and accreditation documentation for all emergency medical personnel including supervisory and management staff performing services under this Agreement. Contractor shall provide MCEMSA with real-time access twenty-four (24) hours a day, three hundred and sixty-five (365) days a year to all such records and reporting tools within its database approved by MCEMSA. Failure to retain such records and/or permitting personnel to provide services absent required credentialing shall be immediately reported to MCEMSA with a correlating corrective action plan. Contractor's failure to cure repetitive non-compliance with the provisions of this paragraph may constitute breach of this Agreement.
- D. Contractor shall participate in the DMV Employer Pull Notice ("EPN") program.

10.5 Personnel Training

- A. Training and Continuing Education Program Requirements:
 - 1. Contractor shall maintain approval in Mariposa County as an EMS Continuing Education Provider (CE provider), as defined in California Code of Regulations, Title 22, Division 9, Chapter 11:
 - a. Contractor must provide a comprehensive training/education program for all paramedic and EMT personnel. Joint training sessions for ambulance and fire service first responders are encouraged. Such a program shall be subject to approval by MCEMSA and include, but not be limited to:
 - i. Advanced training for EMT staffing ALS ambulances;
 - ii. Orientation to the Mariposa County EMS System;
 - iii. Customer service and cultural sensitivity;
 - iv. Pre-accreditation field evaluation for paramedics; and
 - v. Post-accreditation education, supervision, evaluation.

10.6 Paramedic Training Requirements

- A. Cardiopulmonary Resuscitation Certification:

1. All paramedics shall be certified in cardiopulmonary resuscitation (“CPR”) and have a current course completion card in CPR for the Professional Rescuer, issued by the American Heart Association, or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by MCEMSA Medical Director and adequate to ensure competency in the skills included in the CPR curriculum.
 2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all CPR qualified paramedics performing services under this Agreement.
- B. Advanced Cardiac Life Support (ACLS) Certification:
1. All paramedics shall have a current ACLS Course Completion Card, issued by the American Heart Association or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by the MCEMSA Medical Director and adequate to ensure competency in the skills included in the ACLS curriculum.
 2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all ACLS qualified paramedics performing services under this Agreement.
- C. Trauma Training:
1. All paramedics shall be certified in either Prehospital Trauma Life Support (PHTLS), International Trauma Life Support (ITLS), or the Contractor shall document that each paramedic has satisfactorily completed comparable training approved by MCEMSA Medical Director and adequate to ensure competency in the skills included in the PHTLS or ITLS curriculum.
 2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified paramedics performing services under this Agreement.
- D. Pediatric Education:
1. All paramedics shall be certified in one of the following pediatric training programs:
 - a. Pediatric Education for Prehospital Personnel (PEPP) Pediatric Advanced Life Support (PALS), Handtevy, or
 - b. Contractor shall document that each paramedic has satisfactorily completed comparable training approved by MCEMSA Medical Director and adequate to ensure competency in the skills included in the PEPP/PALS curriculum.
 2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all PEPP/PALS qualified paramedics performing services under this Agreement.
- E. Bariatric Training:
Contractor’s paramedics shall have specialized training for the safe movement and transport of morbidly obese patients.

10.7 EMT Training Requirements

A. Cardiopulmonary Resuscitation Certification:

1. All EMTs shall be certified in cardiopulmonary resuscitation ("CPR") and have a current course completion card in CPR for the Professional Rescuer, issued by the American Heart Association, or the Contractor shall document that each EMT has satisfactorily completed comparable training approved by MCEMSA Medical Director and adequate to ensure competency in the skills included in the CPR curriculum.
2. At all times, Contractor shall retain copies of the current training documentation and valid certifications of all CPR qualified EMTs performing services under this Agreement.

B. Bariatric Training:

Contractor's EMTs shall have specialized training for the safe movement and transport of morbidly obese patients.

10.8 Company Orientation

A. Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall be approved by MCEMSA and include at a minimum:

1. Provider agency policies and procedures;
2. Radio communications with and between the provider agencies, base hospital, receiving hospitals, and County communications centers;
3. Ambulance and equipment utilization and maintenance;
4. Continual orientation to customer service expectations;
5. Performance improvement, and
6. The billing and reimbursement process, and compliance.

10.9 EMS Orientation

A. Contractor shall ensure that all field personnel, not previously employed in Mariposa County attend a company orientation to the Mariposa County EMS System which shall be approved by MCEMSA.

B. This orientation shall offer an overview of the Mariposa County EMS system, review of MCEMSA Policies and Procedures with particular attention to specialized systems of care, EMS documentation requirements, and Local Optional Scope practices.

10.10 Incident Management

A. Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS) Training.

1. Contractor shall train all ambulance personnel, supervisory personnel, and management personnel in the Incident Command System (ICS), Standardized

Emergency Management System (SEMS), and National Incident Management System (NIMS), consistent with federal, state, and local doctrine. At this time, training standards include:

- a. Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS- 800 and SEMS
- b. Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS- 700, IS-800, and SEMS
- c. Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, and SEMS

10.11 Multi-Casualty Response

- A. Contractor shall train all ambulance personnel and supervisory staff in their respective roles and responsibilities under MCEMSA Multi-Casualty Incident Plan including training in the EMResource system and prepare them to function in the medical/health portion of the Incident Command System.
- B. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

10.12 Stress Management and Employee Resilience

- A. Contractor shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program. Establishing a peer support team is highly encouraged.
- B. Contractor's programs and any changes made to the programs shall be approved by MCEMSA Executive Director.

10.13 Behavior Health Management Training

Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol, or other behavioral or stress related problems, as well as difficult scenes on an on-going basis.

10.14 Driver Training

- A. Contractor shall provide emergency vehicle operator's course (EVOC) training to promote safe driving and prevent vehicular crashes/incidents to each of its personnel who operate a vehicle in performing service under this Agreement, including on-going driver-training for ambulance and field supervisory personnel.
- B. Training and skill proficiency is required at initial employment with annual training refresher courses and skill confirmation for ambulance and field supervisory personnel.

10.15 Communicable Disease and Infection Control

- A. Contractor shall have a MCEMSA approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA)

requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.

- B. The Contractor shall maintain and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.

10.16 Additional Qualifications and Training

- A. Contractor may offer and/or require additional personnel qualifications and training beyond MCEMSA requirements.
- B. The County may add or delete requirements during the term of this Agreement as educational requirements change.

10.17 Workforce Wellness Program

Contractor is encouraged to offer an employee wellness program to include activities such as company-sponsored exercise, weight-loss, educational seminars, tobacco-cessation programs, and health screenings that are designed to help employees eat better, lose weight, and improve their overall physical health.

10.18 Health and Safety

- A. Contractor shall have a MCEMSA approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste.
- B. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- C. The Health and Safety program shall include, at a minimum:
 1. Pre-screening of potential employees (including drug testing);
 2. Initial and on-going driver training;
 3. Lifting technique training;
 4. Hazard reduction training;
 5. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues;
 6. Involvement of employees in planning and executing its safety program; and
 7. Review current information related to medical device FDA reportable events, recall, equipment failure, accidents.
- D. Contractor's health, safety and risk mitigation process will include, at a minimum:

1. Gathering data on all incidents that occur among the Contractor's workforce;
 2. Analyzing the data to find causative factors and determine preventive measures;
 3. Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors;
 4. Gathering health and safety information as required by law;
 5. Implementing training and corrective action on health and safety related incidents, as required by law;
 6. Providing initial and on-going training on safe practices and interventions; and
 7. Providing safe equipment and vehicles.
- E. Contractor shall provide adequate Personal Protective Equipment ("PPE") to employees, including universal precautions for routine care, uniforms and personal protective gear to employees working in hazardous environments, including but not limited to; rescue operations and motor vehicle collisions. The Contractor shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. All field providers must be trained in the use of PPE and fit tested when appropriate. Policies and procedures must clearly describe the routine use of PPE on all patient encounters. The Contractor shall maintain uniform standardization as approved by MCEMSA.
- F. Personal Protective Equipment shall meet all State and Federal requirements specific to EMS use and State of California EMS Authority recommendations for PPE. At a minimum, personal protective gear shall include appropriate protection for:
1. Eyes (i.e. goggles);
 2. Ear protection;
 3. Skin (i.e. jacket and gloves); and
 4. Respiratory protection (i.e. face masks and N95 masks).
 5. Safety vests for incidents requiring high visibility.

10.19 Evolving OSHA and Other Regulatory Requirements

- A. If regulatory requirements change for occupational safety and health, including but not limited to, infection control, blood borne pathogens, and TB during the term of this Agreement the Contractor shall adopt procedures that meet or exceed all requirements.
- B. Contractor shall make health screening and all currently recommended immunizations available to its high-risk personnel at no cost.

10.20 Support of Local EMS Training Activities

- A. In an effort to continually increase the level of training and bring new caregivers into Contractor's authorized response zone, Contractor shall:
1. Offer educational opportunities for EMT students to participate in ride-alongs on Contractor's ambulances. Preference should be given to local EMT training programs. Participating programs will be required to execute a ride-along agreement with Contractor;
 2. Provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in Mariposa County. These local training programs will generally have priority over out-of-county training programs, but not over Contractor's local employees who may be enrolled in an out-of-county training program;
 3. Work cooperatively with other Mariposa County providers to sponsor annual educational events that will seek to include a broad spectrum of Mariposa County EMS system stakeholders, including emergency department physicians, nurses, dispatchers, fire service, helicopter service, and ambulance paramedics, and EMTs;
 4. In coordination with local fire departments and medical direction, Contractor shall identify and develop educational initiatives to address the evolving needs and treatment modalities of our patients such as Resuscitation Academy, Cadaver Lab, Airway Management Workshop, cardiac device symposiums, and pediatric education days.

10.21 Participation in EMS System Development

MCEMSA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. MCEMSA requires Contractor to actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. Contractor shall participate and assist in the development of system changes.

10.22 Community Education

- A. Contractor will support prevention and system access through community education programs provided to schools, and community groups. Contractor shall lead or participate in such programs working collaboratively with MCEMSA, other public safety and EMS-related groups.
- B. Contractor shall:
1. Annually plan and implement definitive community education programs, including:
 - a. Support pilot program educating medical clinics and Skilled Nursing Facilities ("SNF") on accessing and efficient use of 9-1-1, and collaborate with stakeholders for possible facility expansion;
 - b. Chest Pain Awareness, Hands-Only CPR, and Stop the Bleed initiatives;
 - c. Stroke Awareness;

- d. Every 15 Minutes/DUI Awareness;
 - e. Fall Prevention;
 - f. National Night Out neighborhood awareness;
2. Deliver training on chest pain awareness, hands-only CPR, and Stop the Bleed on an annual basis to community members in partnership with fire services.
 3. Partner with the California Highway Patrol (“CHP”) Every 15-Minutes and other DUI reduction programs and provide event planning support, EMS staff, and equipment for programs in the County as requested by CHP.

10.23 Environmentally Friendly Business Practices

It is the intent of the specifications, terms, and conditions within this Agreement to procure the most environmentally preferable products with equivalent or higher performance and at equal or lower cost than traditional products.

10.24 Recycling

- A. Mariposa County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its Contractors to recycle appropriate materials offered by the waste disposal services in the area, and reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible, and reuse appropriate items when possible. Also important is the proper disposal of toxic, flammable, biohazard and/or hazardous materials.
- B. Some examples of environmentally friendly practices include:
 1. Backhauling product packaging to the supplier for reuse or recycling;
 2. Shipping in bulk or reduced packaging;
 3. Using soy bean-based inks for packaging printing; and
 4. Using recycled product packaging or using recyclable or reusable packaging material the County encourages all Contractors for goods and services to adhere to these principles where practical.

10.25 Conformity with Laws and Safety

In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor’s failures to comply with such laws, ordinances, codes and regulations.

10.26 Equal Employment Opportunity Practices Provisions

- A. Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, sexual identity, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- B. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, sexual identity, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
- C. Contractor shall, if requested to do so by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, sexual identity, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.
- D. If requested to do so by MCEMSA, Contractor shall provide access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- F. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its sub-contracts.

10.27 Drug Free Workplace

Contractor shall maintain a drug-free workplace. Contractor shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any facility or work site.

10.28 Time of Essence

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

10.29 Accidents

- A. If a death, serious personal injury, vehicle accident or substantial property damage occurs in connection with Contractor's performance of this Agreement and/or warrants submission of a MCEMSA Unusual Occurrence Report (as per MCEMSA Policy), Contractor shall immediately notify MCEMSA by contacting dispatch and speaking with MCEMSA Duty Officer on call.

- B. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant MCEMSA the opportunity to review and inspect such evidence, including the scene of the accident.

10.30 Worker's Compensation

Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from MCEMSA any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

SECTION 11: FISCAL REQUIREMENTS

11.1 Pricing, Billing, and Collections

- A. The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.
- B. Contractor shall be entitled to charge patients for the services rendered according to the User Fee Schedule in Exhibit 3. Contractor shall not discount its rates less than the rates set forth in Exhibit 3, except where required by law (e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy).
- C. Contractor shall submit any requested revisions to this list of charges to the MCEMSA Executive Director for approval prior to instituting any new charges. Such approval shall be in the sole discretion of the MCEMSA Executive Director. Approval, however, shall not be unreasonably withheld.
- D. Contractor shall not receive a subsidy from MCEMSA for the performance of any services described within this Agreement. Nothing herein shall prohibit MCEMSA from entering into a separate agreement(s) with Contractor.

11.2 Dedicated Standby

Contractor may charge a reasonable fee to the responsible party(-ies) for a dedicated ALS standby ambulance at an event. Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services.

11.3 Medicare and Medi-Cal

Contractor will accept assignment from Medicare and Medi-Cal for patients meeting the medical necessity requirement.

11.4 Rate Adjustments

- A. MCEMSA's intent for this Agreement is to provide a business model that will provide a high quality, stable, long term, efficient and cost-effective 9-1-1 emergency ambulance service with advanced life support (ALS) and basic life support (BLS) transports.
- B. User fees identified in Exhibit 3 may be increased annually to adjust for inflation which shall be based on the Bay Area Consumer Price Index (CPI) and/or other appropriate indexes reflecting increased costs of operations. MCEMSA recognizes that traditional CPI rate increases may not keep pace with Contractor's cost increases, and desires to ensure that Contractor's financial stability is balanced with the desire to keep ambulance fees as low as possible.
- C. In the event that CPI-based rate adjustments do not compensate for the increased cost of operating the 9-1-1 ambulance service. Should the Contractor, based on erosion of earnings, require more than the CPI adjustment, the Contractor may request an additional rate increase, which shall be subject to approval by the MCEMSA Executive Director in order to ensure a fair and appropriate cost to residents and visitors to Mariposa County service areas. The MCEMSA Executive

Director's decision will be informed by documentation submitted by the provider to substantiate the need for a rate increase. Such documentation may include but are not limited to system statements, audited financial report, collection rate and payer mix.

- D. The Contractor may propose rate changes to MCEMSA no more frequently than annually unless the Contractor can demonstrate to the satisfaction of MCEMSA that, due to extraordinary changes in reimbursement or the cost structure of the Contractor's operations which were beyond the control of the Contractor, an undue financial hardship would be placed on the Contractor in the absence of an immediate rate consideration. No rate increase will be considered for the first year of the contract.
- E. MCEMSA reserves the right, in its sole discretion, to conduct a local program audit in the event that the Contractor requests a fee increase in excess of ten percent (10%). Any increase of 10% or greater must be approved by the JPA Board of Directors. MCEMSA will require a program audit to conclude whether the Contractor is complying with the financial and operational terms and conditions of the contract. MCEMSA will hire the auditor and the cost of the audit will be paid by the Contractor. The auditor will identify key agreement terms and conditions, and review the related documentation (e.g., invoices, agreement amendments, regulatory requirements, accounting records, financial reports, correspondence). The audit report will provide findings, conclusions and recommendations related to the Contractor's compliance. Failure of the Contractor to comply fully with the audit shall result in denial of the requested User Fee increase.
- F. User fees identified in Exhibit 3 including may be increased annually to adjust for inflation which shall be based on the Bay Area Consumer Price Index (CPI) and/or other appropriate indexes reflecting increased costs of operations.

11.5 Billing and Collection Services

Contractor's billing and collection practices shall be in accordance with all State and Federal laws and regulations.

11.6 Accounting and Payments to MCEMSA

A. Invoicing and Payment for Service:

The Contractor shall pay MCEMSA on or before the 30th day after receipt of any invoice. Any disputes of the invoiced amounts shall be resolved in this thirty-day period. If they have not been resolved to MCEMSA's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. MCEMSA warrants that the amounts payable are substantially less than its actual costs of providing such services.

B. MCEMSA Oversight & Monitoring Services

The Contractor shall transmit to MCEMSA an annual Oversight & Monitoring Service fee of \$8,625, consisting of a \$6,960 monitoring fee and a \$1,665 Education and Training fee. All fees will be invoiced by MCEMSA by July 1 of each calendar year and all fees

will be payable within 60 calendar days unless a monthly or quarterly payment schedule is negotiated with MCEMSA.

C. Non-Emergency Transport Call Volume Fee

Fees for non-emergency ambulance patient transports will be assessed on a quarterly basis at the rate of \$2.00 for each patient transport.

D. FirstWatch Annual Support and Maintenance:

The Agency will pay the current annual support and maintenance fees relevant to the authorized response zone for the FirstWatch surveillance platform. Any changes to the current Contractor's ePCR program resulting in FirstWatch fees shall be paid by the Contractor.

11.7 Taxes

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

SECTION 12: GENERAL AGREEMENT REQUIREMENTS

12.1 Training Documentation Retention

Contractor shall ensure that all personnel subject to training requirements have obtained all necessary education. At all times, Contractor shall retain copies of the current training documentation including but not limited to course completion certificates for all paramedics and EMTs performing services under this Agreement.

12.2 Audits and Inspections

A. Contractor shall maintain separate full and accurate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.

B. With reasonable notification and during normal business hours, MCEMSA, its authorized agents, officers, or employees, shall have the right to review all business records including financial records of Contractor pertaining to this Agreement. All records shall be made available to MCEMSA at MCEMSA office or other mutually agreeable location. MCEMSA may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment contracts as legally permissible.

C. Contractor shall make available a Year-end Financial Report to the MCEMSA Executive Director for review. This report shall include annual financial statements. Statements shall be available to the MCEMSA Executive Director on an annual basis within one hundred eighty (180) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the Mariposa County operation shall be

required. Contractor shall make all financial records for Mariposa County contract services available to MCEMSA to audit as requested.

- D. Contractor may be required by MCEMSA to provide MCEMSA with periodic report(s) in the format approved by the MCEMSA Executive Director to demonstrate billing compliance with approved/specified rates.

12.3 Annual Performance Evaluation

- A. MCEMSA will evaluate the performance of the ambulance provider annually through the Emergency Medical Care Committee (EMCC) or a committee designated by the MCEMSA Executive Director. Contractor shall produce an annual performance report as required by the MCEMSA Executive Director, which at a minimum, shall include the following in the performance evaluation:
 1. Documentation of Contractor's overall compliance with the terms and conditions of this Agreement;
 2. Objective documentation of Contractor's compliance with Response Time Standards;
 3. Objective documentation of effectiveness of Contractor's quality management program in assuring the consistent delivery of high-quality clinical care;
 4. Objective and auditable documentation of Contractor's financial performance and stability;
 5. Documentation of actions of Contractor's personnel in collaborating with MCEMSA and system stakeholders to deliver efficient, effective, and compassionate prehospital care to the residents and visitors of the County;
 6. Objective and subjective documentation of satisfaction of Contractor's customers;
 7. Objective documentation of community engagement by Contractor, including education and prevention activities.

12.4 Continuous Service Delivery

- A. Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with MCEMSA to ensure continuous and uninterrupted delivery of services that meet or exceed all performance standards under the Agreement, Contractor agrees that there is a public health and safety obligation to assist MCEMSA in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

12.5 Material Breach and Provisions for Termination of This Agreement

- A. MCEMSA shall have the right to terminate this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to timely correct such material breach (if a right to cure is applicable) in accordance with Section 12.8 following the service on it of a written notice by MCEMSA specifying the material breach complained of and the date of intended termination of rights hereunder.

- B. MCEMSA reserves the right to immediately terminate this Agreement if in the reasonable determination of the MCEMSA Executive Director continued service by Contractor poses an immediate threat to public health and safety and such matter cannot be cured by Contractor within the time periods set forth below.

12.6 Definitions of Breach

- A. Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:
1. Willful failure of Contractor to operate the 9-1-1 emergency ambulance services with advanced life support (ALS) and basic life support (BLS) transport system in a manner which enables MCEMSA or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach, but such willful and repeated material breaches shall constitute a material breach;
 2. Willful falsification of data supplied to MCEMSA by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, Response Time data, financial data, or falsification of any other data required under Agreement;
 3. Willful failure by Contractor to maintain equipment in accordance with good maintenance practices;
 4. Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period;
 5. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Proposers during a subsequent proposal cycle;
 6. Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations;
 7. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;
 8. Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures;
 9. Repeated failure of Contractor to meet Response Time requirements after receiving notice of non-compliance from the MCEMSA Executive Director;
 10. Failure to employ Key Personnel or suitable replacement(s) who perform to the satisfaction of the MCEMSA Executive Director and/or MCEMSA Medical Director at any time during the course of this Agreement term;
 11. Failure of Contractor to provide and maintain the required insurance as described in Exhibit 5;

12. Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, Response Time data, or financial data, within the time periods specified;
13. Any failure of performance, clinical or other, which is reasonably determined by the MCEMSA Executive Director and confirmed by the MCEMSA Medical Director to constitute an endangerment to public health and safety; or

12.7 MCEMSA's Remedies

A. Termination:

If conditions or circumstances constituting a material breach exist, MCEMSA shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement with MCEMSA JPA Board approval.

12.8 Provisions for Curing Material Breach

A. Specifications:

1. In the event the MCEMSA Executive Director determines that there has been a material breach by Contractor of the standards and performances as described in this Agreement, MCEMSA shall give Contractor written notice, by regular mail, , setting forth with reasonable specificity the nature of the material breach.
2. Except where MCEMSA Executive Director reasonably determines that the breach presents an immediate threat to public health and safety requiring an immediate termination of this Agreement, Contractor shall have the right to cure such material breach within thirty (30) days of delivery of such notice (to the extent such matter may reasonably be cured within 30 days) and the reason such material breach endangers the public's health and safety. However, within three business days of receipt of such material breach notice, Contractor shall deliver to MCEMSA, in writing, a plan of action to cure such material breach unless such matter is of such nature that an immediate threat to the public health and safety is present requiring a response within 24 hours of Contractor's receipt of the material breach notice. If, within MCEMSA's reasonable determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to MCEMSA in a timely manner, MCEMSA may terminate this Agreement.
3. For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by MCEMSA, which cannot otherwise be resolved, early termination provisions that may be agreed to by the parties will supersede these specifications.

12.9 No Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

12.10 Termination

A. Written Notice:

This Agreement may be canceled immediately by written mutual agreement of the Contractor and the MCEMSA.

B. Failure to Perform:

If Contractor fails to cure a material breach under the terms of Section 12.8 of this Agreement, MCEMSA, upon written notice to Contractor, may immediately terminate this Agreement. In the event of such termination, MCEMSA may proceed with the work in any reasonable manner it chooses. The cost to MCEMSA of completing Contractor's performance shall be partially supported by securing any sum due Contractor under this Agreement or from third-party payors or clients who have paid Contractor a fee for services within Mariposa County, without prejudice to MCEMSA's rights otherwise to recover its damages. MCEMSA and Contractor may meet and confer regarding MCEMSA's assumption of sums due to Contractor.

12.11 Federal Healthcare Program Compliance Provisions

Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, emergency and ALS ambulance services, including 9-1-1 Emergency Ambulance Services with Advanced Life Support (ALS) and Basic Life Support (BLS) Transport and those associated with employees.

12.12 Medicare Compliance Program Requirements

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

12.13 Health Insurance Portability and Accountability ACT (HIPAA)

A. Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 and the current rules and regulations enacted by the Department of Health and Human Services. Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA rules and regulations will be reported immediately to the MCEMSA along with Contractor's actions to mitigate the effect of such violations. The three major components of HIPAA include:

1. Standards for Privacy and Individually Identifiable Health Information.
2. Health Insurance Reform: Security Standards.
3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.

12.14 State and Local Regulations Compliance Provisions

Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with MCEMSA policies, procedures and protocols. Contractor is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by state Medi-Cal and other state and federally funded programs.

12.15 Permits and Licenses

- A. Contractor shall be responsible for and shall hold all required federal, state or local permits or licenses required to perform its obligations under the agreement.
- B. Contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used.
- C. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services.
- D. Contractor shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

12.16 Compliance with Laws and Regulations

All services furnished by Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

12.17 Private Work

Contractor shall not be prevented from conducting private work that does not interfere with the requirements of this Agreement or allocation of overhead and that is not inconsistent with the terms of this Agreement. In the event Contractor does private work outside of this Agreement, and if any overhead costs are shared between the two businesses, financial information provided regarding this Agreement shall clearly identify the relation and percentage shared.

12.18 Retention of Records

Contractor shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations, and no less than seven (7) years from the end of the fiscal year following the date of service and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the MCEMSA, the State of California, and the United States Government.

12.19 Product Endorsement/Advertising

Contractor shall not use the name of Mariposa County or MCEMSA for the endorsement of any commercial products or services without the prior express written permission of MCEMSA Executive Director.

12.20 Observation and Inspections

- A. An MCEMSA representative may ride along on any of Contractor's ambulances or Supervisor Vehicles at any time, subject to applicable law to observe Contractor's staff to ensure they conduct themselves in a professional and courteous manner, are following MCEMSA policies and procedures, are at all times respectful to patients, other first responders, hospital staff and Contractor's employees.
- B. An MCEMSA representative may inspect any of Contractor's ambulances or Supervisor Vehicles at any time to ensure they meet the requirements of this Agreement.
- C. At any time during normal business hours and as often as may be reasonably deemed necessary by MCEMSA, MCEMSA representatives may observe Contractor's office operations, and Contractor shall make available to MCEMSA for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to this Agreement. MCEMSA may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment contracts, and other documentation for MCEMSA to fulfill its oversight role, as applicable by law .
- D. Contractor shall provide access to various monitoring systems used by Contractor, including but not limited to CAD, AVL, mapping, system status management, operational and clinical performance, as well as screens for displaying dynamic data and information contained therein at MCEMSA. Contractor shall also ensure remote access to same for authorized personnel as specified by MCEMSA Executive Director at Contractor's cost.

12.21 Omnibus Provision

Contractor understands and agrees that for five years following the conclusion of this Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent contracts, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

12.22 Rights and Remedies Not Waived

Contractor covenants that the provision of services to be performed by Contractor under this Agreement shall be completed without compensation from the MCEMSA, except as specified herein. The acceptance of work under this Agreement shall not be held to prevent maintenance of an action for failure to perform work in accordance with this Agreement.

12.23 Consent to Jurisdiction

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in all actions and proceedings between the parties hereto

arising under or growing out of this Agreement. Venue shall lie in Mariposa County, California.

12.24 End-Term Provisions

Contractor shall have one hundred fifty (150) days after termination of this Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of this Agreement at the end of the term.

12.25 Cost of Enforcement

If MCEMSA or Contractor institutes litigation against the other party to enforce its rights pursuant to performing the work under this Agreement, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be paid or reimbursed within ninety (90) days after receiving notice by the prevailing party following a final decision or exhaustion of all appeals.

12.26 Independent Contractor

- A. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the MCEMSA in any capacity whatsoever, and MCEMSA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.
- B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold MCEMSA harmless from any and all liability which MCEMSA may incur because of Contractor's failure to pay such amounts.
- C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of MCEMSA.
- D. Contractor does, by this Agreement, agree to perform her/his said work and functions at all times in strict accordance with currently approved methods and practices in her/his field and that the sole interest of MCEMSA is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the MCEMSA concerned.

E. Notwithstanding the foregoing, if the MCEMSA determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, MCEMSA may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

12.27 Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify MCEMSA and Mariposa County, its Board of Supervisors & Directors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The MCEMSA may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to MCEMSA, including defense costs, and shall not be limited by any insurance limits.

12.28 Insurance

Contractor shall at all times during the term of the Agreement with MCEMSA maintain in force, at minimum, those insurance policies as designated in the attached Exhibit 4 and will comply with all those requirements as stated therein. The MCEMSA and all parties as set forth on Exhibit 4 shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the MCEMSA, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to MCEMSA. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the MCEMSA before MCEMSA's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

12.29 Conflicts of Interest; Confidentiality

Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the MCEMSA that Contractor has no present, and will have no future, conflict of interest between providing the MCEMSA services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the MCEMSA, as determined in the reasonable judgment of the MCEMSA JPA Board of Directors.

12.30 Headings

Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

12.31 Debarment and Suspension Certification

- A. Contractor shall comply with applicable Federal suspension and debarment regulations, including but not limited to, 29 CFR 97.35, 45 CFR 75.213 and Executive Order 12549. By signing this Agreement Contractor certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency; and
 2. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

12.32 Ownership of Documents

- A. Contractor hereby assigns to the MCEMSA and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the MCEMSA, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.
- B. Contractor also hereby assigns to the MCEMSA and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.
- C. Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by MCEMSA to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the MCEMSA and any assignee of the MCEMSA an express royalty – free license to retain and use said Documents and Materials. The MCEMSA's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in this Agreement have been fully performed or paid for.
- D. In Contractor's contracts with sub-contractors, Contractor shall expressly obligate its Sub-Contractors to grant the MCEMSA the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the MCEMSA harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.
- E. Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in this Agreement, and shall defend, indemnify and hold the

MCEMSA harmless from any claims for infringement of patent or copyright arising out of such selection. The MCEMSA's rights under this Paragraph shall not extend to any computer software used to create such Documents and Materials.

12.33 Modification and Amendment

The terms of this Agreement may be modified by mutual consent of MCEMSA and the Contractor in writing. Acceptable modifications include changes to improve the efficiency of the EMS System, to reduce costs, or to improve clinical care. This includes but may not be limited to: 1. modifying rates of patient charges; 2. waiving, increasing or reducing liquidated damages; 3. modifying Response Time Standards and/or response patterns; or 4. implementing case management, alternative destination, non-ambulance transport programs and/or assess, treat, and refer programs as they evolve in Mariposa County and/or California based on emerging clinical evidence or science. If an agreed-to modification requires approval by EMS Authority, Contractor agrees to assist in obtaining that approval, if requested by MCEMSA Executive Director. All changes to the Agreement shall be approved by MCEMSA Executive Director following standard contract amendment procedures.

12.34 Severability

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Mercy Medical Transportation, Inc.**



Contractor Signature

12-17-2024

Date



Richard Roesch, President

By: MOUNTAIN-COUNTIES EMERGENCY MEDICAL SERVICES AGENCY



Executive Director Signature

12/21/2024

Date

Cindy Murdaugh

Cindy Murdaugh, Executive Director

EXHIBIT 1: DEFINITIONS AND TERMS

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

Agreement - The agreement between MCEMSA and Contractor awarded pursuant to the 9-1-1 Emergency Ambulance Services with ALS and BLS Transports Request for Proposal solicitation.

ALS Unit – An ambulance especially equipped to provide advanced life support services, staffed by at least one EMT and one paramedic.

Ambulance – Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated person and capable of supporting BLS or a higher level of care.

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

At Scene – The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle is put into park. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of paved roadway or closed gate.

Automated External Defibrillation (AED) – A procedure to delivery electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

AVL – Automatic vehicle locator.

Bariatric Ambulance - A bariatric ambulance is an ambulance vehicle modified to carry the severely obese. They have extra-wide interiors and carry "bariatric stretchers" and specialized lifting gear that can carry very large patients.

Base Hospital – The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Basic Life Support (BLS) – As defined in Health and Safety Code Section 1797.60.

BLS Unit – As defined in Health and Safety Code Section 1797.60. Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Business Day - Monday through Friday except for holidays as observed per the California Government Code 6700 et seq.

California Division of Occupational Safety and Health Agency (CAL/OSHA) – State agency that protects and improves the health and safety of working men and women in California.

Call Prioritization – A process in which requests for service are prioritized based on predefined and audited criteria.

Cardio-Pulmonary Resuscitation (CPR) – An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

Code 2 Call – Any request for service designated as non-life threatening by dispatch personnel in accordance with County policy and pre-established dispatch protocols, requiring the immediate dispatch of an ambulance without the use of lights and sirens.

Code 3 Call – Any request for service for a perceived or actual life-threatening condition, as determined by dispatch personnel, in accordance with County policy and pre-established dispatch protocols, requiring immediate dispatch with the use of lights and sirens.

Computer-Aided Dispatch (CAD) – A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management information.

Continuity of Operations Plan – Continuity of Operations Plan (COOP) is part of a principle called continuity of operations that helps to ensure trouble-free operations through unanticipated events.

Continuous Quality Improvement (CQI) – Approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Contractor - The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently agreed upon terms.

County Systems - The information technology infrastructure of Mariposa County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County - Mariposa County

Critical Incident Stress Management (CISM) – Adaptive, short-term psychological helping-process that focuses solely on an immediate and identifiable problem.

Deployment – The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Center – The CalFire Madera, Mariposa Merced Emergency Communications Center (ECC) is the MCEMSA authorized, emergency medical dispatch center that is a 911 public safety answering point or secondary 911 public safety answering point for all of Mariposa County

Electronic Patient Care Report (ePCR) – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency – Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call – A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) – An approved receiving department within a licensed hospital.

Emergency Medical Services Committee (EMSC) - Health & Safety Code 1797.274 and 1797.276, establishes an EMCC with membership prescribed and appointed by the County Board of Supervisors. The EMSC acts as an advisory body to its Board of Supervisors and MCEMSA on all matters relating to the delivery of emergency medical services.

Emergency Medical Dispatch (EMD) – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structured telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service. EMD includes but is not limited to personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority and pre-arrival instruction.

EMResource - an Internet-based resource management and communication tool developed by Infinity Healthcare to manage real-time hospital status, ambulance diversion and other functions such as bio-surveillance, mass casualty resources, public health alerts and disease tracking.

EMS Agency – the Mountain-Counties EMS Agency (MCEMSA) is a State and County authorized service agency to coordinate and regulate local emergency service for a 5 county EMS system in California including Mariposa County.

Emergency Medical Services (EMS) – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System – The EMS System consists of those organizations, resources and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) – An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued pursuant to that code.

En-Route Time (Out of Chute) – The elapsed time from unit alert to unit en-route. For emergency requests, an out- of-chute standard of 60 seconds maximum during 08:00:00-22:00:00 and 120 seconds during 22:00:01-07:59:59 is not uncommon.

Fire First Responder – EMR, BLS and ALS Fire departments in the Mariposa County JPA.

First Responder – An agency with equipment and staff (e.g., fire department, police or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Fractile Basis – A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response within eight minutes (for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90 percent, standard is most commonly used. When a 90th percentile Response Time standard is employed, 90 percent of the applicable calls are arrived at in less than eight minutes, while only 10 percent take longer than eight minutes.

Global Positioning System (GPS) – A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) – Legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) – Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Key Employee - Employees of the Contractor jointly identified by MCEMSA and the Contractor as possessing unique skill and experience that was a material consideration in MCEMSA's decision to award a contract.

LEMSA – Local EMS Agency. The agency, department, or office having primary responsibility for administration of emergency medical services in a county and which is designated under Health & Safety Code Sections 1797.200 et seq. Local EMS Agency; see MCEMSA.

Medical Priority Dispatch System (MPDS) – A set of established protocols utilized by dispatchers to determine the level of response necessary.

MDC – Mobile data computer

MHOAC - The Medical Health Operational Area Coordinator (MHOAC) Program is authorized by the California Health and Safety Code Section 1797.153. The MHOAC position represents the single point of contact for the MHOAC program and is responsible for monitoring and ensuring adequate medical and health resources are in place during a local emergency.

Multi-Casualty Incident (MCI) – An event has taken place that results in more victims than are normally handled by the system or exceeds the available resources. The event takes place within a discrete location and does not involve the entire community. It is expected that the number

of victims would range from 6 to 50 and that the system would be stressed, including delays in treatment of patients with relatively minor injuries or illnesses.

Medical Director – shall mean the MCEMSA Medical Director, contracted to oversee the medical control and quality assurance programs of the Mariposa County EMS System.

Medical Protocol – Written standards for patient medical assessment and management.

Mutual Aid/Mutual Assistance – shall refer to: 1. responses into Mariposa County from a ground transport provider outside the operating area for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2. responses by the Contractor to service areas outside the Mariposa County operating area for the purpose of assisting the ground transport provider in that service area.

National Incident Management System (NIMS) – A systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly.

Non-Emergent Interfacility Transfer - The term used to denote a condition or situation in which an individual has not experienced a sudden or unexpected change in their medical condition and does not meet the EMD protocol for a life threatening or non-life-threatening emergency, and where the potential for such need is not perceived by Emergency Medical Personnel at the scene of an emergency, dispatch personnel at an Authorized EMS Dispatch Center, or an Authorized ALS Ambulance Provider.

Occupational Safety and Health Agency (OSHA) – Federal agency that protects and improves the health and safety of working men and women.

Online Compliance Utility (OCU) – Software that interprets real-time CAD and ePCR data in order to produce reports and online tools to track EMS system effectiveness and compliance.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician, and whose scope of practice to provide advanced life support is according to the California Code of Regulations and whom has a valid license issued pursuant to California Health and Safety Code.

Paramedic Unit – An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in Mariposa County shall be one (1) paramedic and one (1) EMT.

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a “post” may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Productivity – The measures of work used in the ambulance industry that compare the used resources (unit-hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

PST - Pacific Standard Time, including Pacific Daylight Time when in effect

Public Access Defibrillation (PAD) – A program that place automatic external defibrillators throughout communities.

Public Safety Answering Point (PSAP) – A government operated facility that receives emergency calls for assistance through the E-9-1-1 system or over private telephone lines.

Response Time Exception – A variance from Response Time standards which when approved by MCEMSA is deemed a compliant call at the Response Time Standard and shall be included in Response Time compliance calculations.

Response Time Exemption – A late or specified other response which when approved by MCEMSA shall be excluded from Response Time compliance calculations and financial damages.

Response Time – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Response Time Compliance Zone - There is one Response Time Compliance Zones in the operating area. This zone may contain a mix of urban/suburban, rural and remote/wilderness Response Time Areas.

Rural (Response Area)- A Rural Response Grid is defined as having a significant portion of a Census Block with a population density of 7 to 50 people per square mile.

Secondary Public Safety Answering Point - A Secondary PSAP is able to receive voice and data of an Enhanced 911 call transferred from a Primary PSAP, and to complete the 911 process by dispatching law enforcement, ambulances, firefighters or other responders.

ST-Elevation Myocardial Infarction (STEMI) – A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency Management System (SEMS) – A structure for coordination between the government and local emergency response organizations.

Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

Suburban (Response Area)- A Suburban Response Grid is defined as having a significant portion of a Census Block with a population density between 51 and 99 people per square mile with the following exception:

- ✓ A Suburban Response Grid that is contiguously surrounded by Rural or Wilderness Response Grids, will be considered a Rural Response Grid for response time measurement. The grids meeting this designation will appear as a Rural response area on the grid map.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

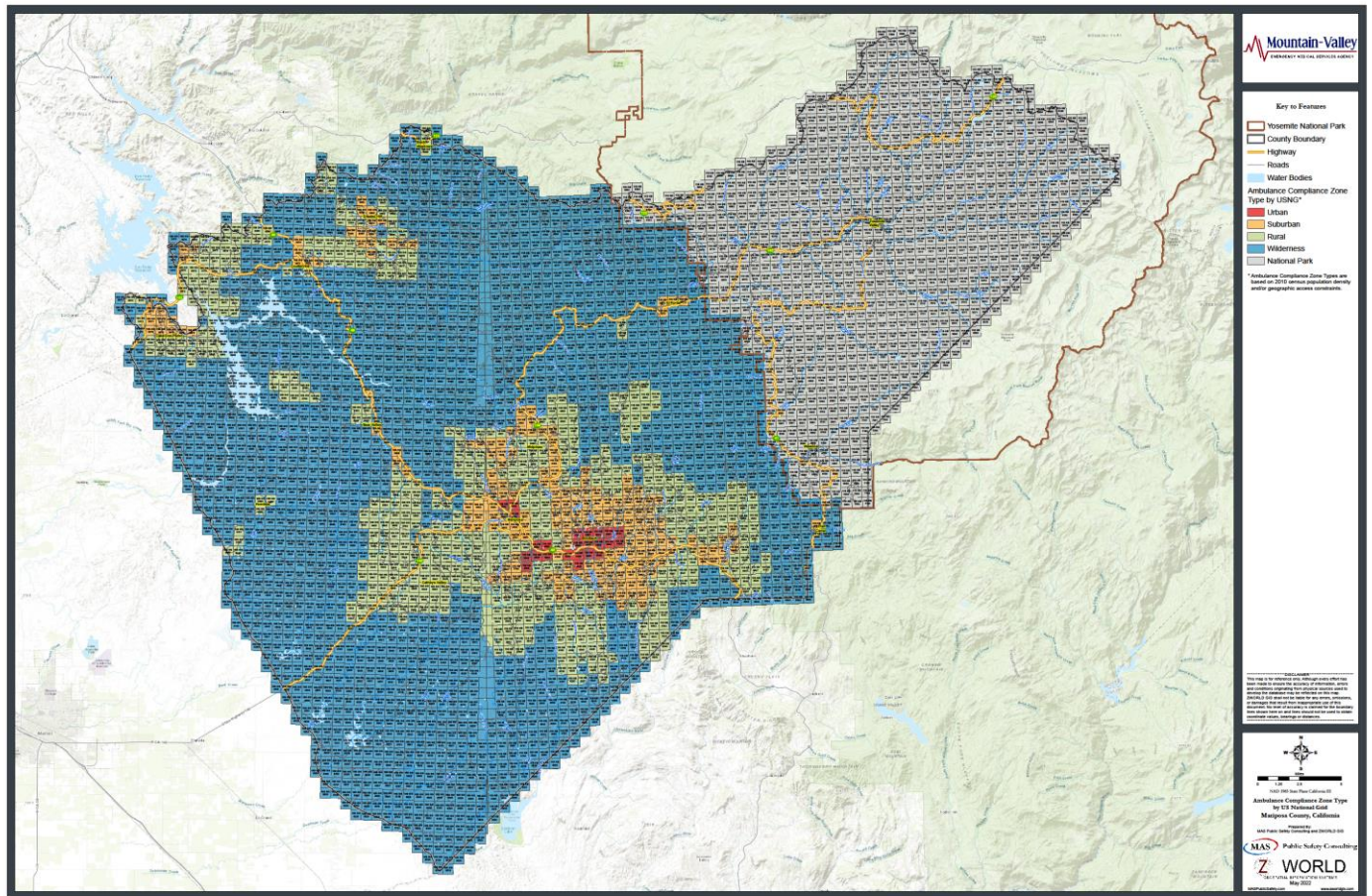
Urban (Response Area)- An Urban Response Grid is defined as having a significant portion of a Census Block with a population density of more than 100 people per square mile with the following exception:

- ✓ An Urban Response Grid, that is contiguously surrounded by a Suburban, Rural or Wilderness Response Grids, and is located a geographic distance from population centers in the middle of the County, will be considered a Suburban Response Grid for response time measurement. The grids meeting this designation will appear as a Suburban Response Grids on the grid map.

Utilization – A measure of work that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

Wilderness (Response Area)- A Wilderness Response Grid is defined as having a significant portion of a Census Block with a population density of less than 7 people per square mile.

EXHIBIT 2: COUNTY OF MARIPOSA AMBULANCE RESPONSE AREAS



Grids by Response Area

Urban:

10S GG 5380	11S KB 3848	11S KB 4249	11S KB 4450	11S KB 4750	11S KB 5052
10S GG 5381	11S KB 3849	11S KB 4348	11S KB 4451	11S KB 4751	11S KB 5053
10S GG 5481	11S KB 3949	11S KB 4349	11S KB 4549	11S KB 4948	11S KB 5054
11S KB 3654	11S KB 3950	11S KB 4350	11S KB 4550	11S KB 4953	11S KB 5148
11S KB 3753	11S KB 4049	11S KB 4351	11S KB 4551	11S KB 5047	11S KB 5154
11S KB 3754	11S KB 4050	11S KB 4449	11S KB 4650	11S KB 5048	11S KB 5849
			11S KB 4651	11S KB 5051	11S KB 5850
					11S KB 5851

Suburban:

10S GG 3268	10S GG 3769	10S GG 6354	11S KB 3761	11S KB 4353	11S KB 4848
10S GG 3269	10S GG 4353	10S GG 6360	11S KB 3847	11S KB 4354	11S KB 4849
10S GG 3270	10S GG 4354	10S GG 6452	11S KB 3851	11S KB 4355	11S KB 4850
10S GG 3271	10S GG 4378	10S GG 6453	11S KB 3852	11S KB 4447	11S KB 4851

10S GG 3272	10S GG 4454	10S GG 6454	11S KB 3853	11S KB 4448	11S KB 4852
10S GG 3368	10S GG 4564	10S GG 6460	11S KB 3861	11S KB 4452	11S KB 4853
10S GG 3369	10S GG 4565	10S GG 6553	11S KB 3862	11S KB 4453	11S KB 4854
10S GG 3370	10S GG 4566	10S GG 6554	11S KB 3863	11S KB 4454	11S KB 4855
10S GG 3371	10S GG 4564	10S GG 6555	11S KB 3961	11S KB 4455	11S KB 4856
10S GG 3372	10S GG 4565	10S GG 6556	11S KB 3962	11S KB 4456	11S KB 4944
10S GG 3468	10S GG 4566	10S GG 6560	11S KB 3963	11S KB 4457	11S KB 4945
10S GG 3469	10S GG 4677	11S KB 3447	11S KB 4047	11S KB 4545	11S KB 4946
10S GG 3470	10S GG 4678	11S KB 3453	11S KB 4056	11S KB 4546	11S KB 4947
10S GG 3471	10S GG 4679	11S KB 3454	11S KB 4057	11S KB 4547	11S KB 4949
10S GG 3568	10S GG 4777	11S KB 3455	11S KB 4061	11S KB 4548	11S KB 4950
10S GG 3569	10S GG 4877	11S KB 3460	11S KB 4145	11S KB 4552	11S KB 4951
10S GG 3570	10S GG 4884	11S KB 3547	11S KB 4146	11S KB 4553	11S KB 4952
10S GG 3577	10S GG 4885	11S KB 3552	11S KB 4147	11S KB 4554	11S KB 4954
10S GG 3578	10S GG 5180	11S KB 3553	11S KB 4149	11S KB 4555	11S KB 4955
10S GG 3579	10S GG 5279	11S KB 3554	11S KB 4152	11S KB 4645	11S KB 5045
10S GG 3655	10S GG 5280	11S KB 3555	11S KB 4153	11S KB 4646	11S KB 5049
10S GG 3656	10S GG 5282	11S KB 3556	11S KB 4154	11S KB 4647	11S KB 5050
10S GG 3657	10S GG 5283	11S KB 3557	11S KB 4155	11S KB 4648	11S KB 5149
10S GG 3658	10S GG 5378	11S KB 3559	11S KB 4156	11S KB 4649	11S KB 5150
10S GG 3659	10S GG 5379	11S KB 3560	11S KB 4157	11S KB 4652	11S KB 5151
10S GG 3660	10S GG 5382	11S KB 3647	11S KB 4158	11S KB 4653	11S KB 5152
10S GG 3661	10S GG 5461	11S KB 3648	11S KB 4159	11S KB 4654	11S KB 5249
10S GG 3662	10S GG 5579	11S KB 3652	11S KB 4160	11S KB 4744	11S KB 5250
10S GG 3663	10S GG 5644	11S KB 3653	11S KB 4161	11S KB 4745	11S KB 5272
10S GG 3664	10S GG 5645	11S KB 3655	11S KB 4245	11S KB 4746	11S KB 5273
10S GG 3665	10S GG 5658	11S KB 3656	11S KB 4246	11S KB 4747	11S KB 5373
10S GG 3666	10S GG 5659	11S KB 3658	11S KB 4247	11S KB 4748	11S KB 5450
10S GG 3678	10S GG 5679	11S KB 3659	11S KB 4248	11S KB 4749	11S KB 5473
10S GG 3768	10S GG 5743	11S KB 3660	11S KB 4250	11S KB 4752	11S KB 5548
	10S GG 5744	11S KB 3747	11S KB 4251	11S KB 4753	11S KB 5549
	10S GG 5757	11S KB 3748	11S KB 4252	11S KB 4754	11S KB 5648
	10S GG 5779	11S KB 3749	11S KB 4253	11S KB 4763	11S KB 5649
	10S GG 6352	11S KB 3751	11S KB 4254	11S KB 4764	11S KB 5748
	10S GG 6353	11S KB 3752	11S KB 4255	11S KB 4845	11S KB 5749
		11S KB 3755	11S KB 4347	11S KB 4846	11S KB 6651
		11S KB 3759	11S KB 4352	11S KB 4847	

Rural:

10S GG 3073	10S GG 4878	10S GG 5844	11S KB 3450	11S KB 4143	11S KB 5042
10S GG 3171	10S GG 4879	10S GG 5845	11S KB 3451	11S KB 4144	11S KB 5043
10S GG 3173	10S GG 4886	10S GG 5846	11S KB 3452	11S KB 4148	11S KB 5044
10S GG 3574	10S GG 4977	10S GG 5847	11S KB 3456	11S KB 4150	11S KB 5046
10S GG 3575	10S GG 4978	10S GG 5848	11S KB 3457	11S KB 4151	11S KB 5055
10S GG 3576	10S GG 4979	10S GG 5849	11S KB 3458	11S KB 4162	11S KB 5056
10S GG 3579	10S GG 4984	10S GG 5850	11S KB 3459	11S KB 4163	11S KB 5057
10S GG 3655	10S GG 4985	10S GG 5852	11S KB 3526	11S KB 4164	11S KB 5058
10S GG 3656	10S GG 4986	10S GG 5853	11S KB 3540	11S KB 4237	11S KB 5062
10S GG 3657	10S GG 5077	10S GG 5854	11S KB 3541	11S KB 4238	11S KB 5063
10S GG 3658	10S GG 5078	10S GG 5855	11S KB 3542	11S KB 4239	11S KB 5064
10S GG 3659	10S GG 5079	10S GG 5856	11S KB 3543	11S KB 4240	11S KB 5065

10S GG 3660 10S GG 5081 10S GG 5888 11S KB 3544 11S KB 4241 11S KB 5140
10S GG 3661 10S GG 5082 10S GG 5889 11S KB 3545 11S KB 4242 11S KB 5141
10S GG 3662 10S GG 5083 10S GG 5890 11S KB 3546 11S KB 4243 11S KB 5142
10S GG 3663 10S GG 5177 10S GG 5944 11S KB 3548 11S KB 4244 11S KB 5143
10S GG 3664 10S GG 5178 10S GG 5945 11S KB 3549 11S KB 4256 11S KB 5144
10S GG 3665 10S GG 5179 10S GG 5946 11S KB 3550 11S KB 4257 11S KB 5145
10S GG 3666 10S GG 5181 10S GG 5947 11S KB 3551 11S KB 4258 11S KB 5146
10S GG 3673 10S GG 5182 10S GG 5948 11S KB 3558 11S KB 4259 11S KB 5147
10S GG 3674 10S GG 5243 10S GG 5949 11S KB 3561 11S KB 4260 11S KB 5153
10S GG 3675 10S GG 5244 10S GG 5950 11S KB 3627 11S KB 4261 11S KB 5155
10S GG 3676 10S GG 5262 10S GG 5951 11S KB 3628 11S KB 4262 11S KB 5156
10S GG 3677 10S GG 5263 10S GG 6044 11S KB 3631 11S KB 4263 11S KB 5157
10S GG 3679 10S GG 5277 10S GG 6045 11S KB 3640 11S KB 4264 11S KB 5158
10S GG 3770 10S GG 5278 10S GG 6046 11S KB 3641 11S KB 4337 11S KB 5163
10S GG 3772 10S GG 5281 10S GG 6047 11S KB 3642 11S KB 4339 11S KB 5164
10S GG 3773 10S GG 5343 10S GG 6048 11S KB 3643 11S KB 4340 11S KB 5246
10S GG 3774 10S GG 5344 10S GG 6049 11S KB 3644 11S KB 4341 11S KB 5247
10S GG 3775 10S GG 5345 10S GG 6050 11S KB 3645 11S KB 4342 11S KB 5248
10S GG 3776 10S GG 5347 10S GG 6051 11S KB 3646 11S KB 4343 11S KB 5251
10S GG 3777 10S GG 5348 10S GG 6052 11S KB 3649 11S KB 4344 11S KB 5252
10S GG 3778 10S GG 5352 10S GG 6054 11S KB 3650 11S KB 4345 11S KB 5253
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10S GG 3868 10S GG 5362 10S GG 6144 11S KB 3657 11S KB 4356 11S KB 5255
10S GG 3869 10S GG 5363 10S GG 6145 11S KB 3661 11S KB 4358 11S KB 5256
10S GG 3870 10S GG 5377 10S GG 6146 11S KB 3740 11S KB 4359 11S KB 5346
10S GG 3871 10S GG 5444 10S GG 6147 11S KB 3741 11S KB 4360 11S KB 5347
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10S GG 3873 10S GG 5446 10S GG 6149 11S KB 3743 11S KB 4362 11S KB 5349
10S GG 3874 10S GG 5447 10S GG 6150 11S KB 3744 11S KB 4363 11S KB 5350
10S GG 3875 10S GG 5448 10S GG 6151 11S KB 3745 11S KB 4438 11S KB 5351
10S GG 3876 10S GG 5449 10S GG 6152 11S KB 3746 11S KB 4439 11S KB 5352
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10S GG 4078 10S GG 5548 10S GG 6349 11S KB 3859 11S KB 4558 11S KB 5554
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10S GG 4149 10S GG 5551 10S GG 6355 11S KB 3944 11S KB 4656 11S KB 5652
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 10S GG 5676 10S GG 6549 11S KB 4059 11S KB 4942 11S KB 5954
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 10S GG 5746 10S GG 6558 11S KB 4140 11S KB 4963 11S KB 6050
 10S GG 5747 10S GG 6559 11S KB 4141 11S KB 4964 11S KB 6051
 10S GG 5748 11S KB 3441 11S KB 4142 11S KB 4965 11S KB 6052
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 10S GG 5750 11S KB 3443 11S KB 5040 11S KB 6054
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Wilderness:

10S GG 2972 10S GG 4571 10S GG 5324 10S GG 6043 11S KB 3673 11S KB 4842
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EXHIBIT 3: CONTRACTOR USER FEES

Contractor shall be entitled to charge patient for the services rendered according to the patient fee schedule below:

Contractor’s User Fees – 9-1-1 System	
Base Rate (ALS Emergency)	\$5400.00
Base Rate (ALS Non-Emergency)	\$4300.00
Base Rate (BLS Emergency)	\$5000.00
Base Rate (BLS Non-Emergency)	\$3600.00
CCT Base Rate	\$5590.00
Mileage	\$59.00/mile

No rate increase will be considered for the first year of the contract.

EXHIBIT 4: MINIMUM INSURANCE STANDARDS

Provide evidence of insurance for each of the categories below:

<input type="checkbox"/>	<p>General Liability (Including operations, products and completed operations, as applicable.)</p>	<p>\$3,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit.</p>
<input type="checkbox"/>	<p>Automobile Liability</p>	<p>\$3,000,000 – Motor Vehicle Liability Insurance per accident for bodily injury and property damage.</p>
<input type="checkbox"/>	<p>Workers' Compensation</p>	<p>As required by the State of California</p>
<input type="checkbox"/>	<p>Employers' Liability</p>	<p>\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.</p>
<input type="checkbox"/>	<p>Professional Liability (Errors and Omissions)</p>	<p>\$3,000,000 - per occurrence, \$4,000,000 aggregate.</p>
<input type="checkbox"/>	<p>Cyber Liability</p>	<p>\$1,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions</p> <p>To be carried at all times during the term of the Contract and for three years thereafter.</p>

EXHIBIT 5: INTERFACILITY TRANSFER REQUIREMENTS

CONTRACTOR shall provide BLS, CCT, and ALS Interfacility Transfer services from all hospitals based in Mariposa County in all cases in which CONTRACTOR is able to provide an Ambulance staffed and equipped to meet the requirements of the patient as determined by staff at the requesting hospital and satisfy the following minimum requirements:

- A. Scheduled Transfer Requests
 1. CONTRACTOR is able to provide an Ambulance within thirty (30) minutes of the scheduled time of transfer for ALS or BLS requests.
 2. CONTRACTOR is able to provide an Ambulance within thirty (30) minutes of the scheduled time of transfer for a CCT request.

- B. Non-Scheduled (Expedited) Transfer Requests
 1. CCT Transfer Requests: CONTRACTOR is able to provide an Ambulance within ninety (90) minutes from the transfer request time if the request is made for a non-scheduled expedited response.
 2. ALS (Code 3) Requests: CONTRACTOR is able to provide an ALS Ambulance for immediate Code 3 response.

If CONTRACTOR is unable to meet the requirements specified in A. or B. above for a specific Interfacility Transfer request, CONTRACTOR shall inform requesting hospital within fifteen (15) minutes of receiving the request (immediately for Code 3 requests). If CONTRACTOR is unable to meet the specific agreed upon pick-up time for the Interfacility Transfer, CONTRACTOR shall notify the transferring physician. Based upon this information, the transferring physician shall determine the course of action concerning which ambulance service to use for the specific Interfacility Transfer.

EXHIBIT 6: NATIONAL PARK SERVICE YOSEMITE NATIONAL PARK AGREEMENT

REIMBURSABLE AGREEMENT for EMERGENCY MEDICAL SERVICE

Between the
County of Mariposa
And the
United States Department of the Interior, National Park Service
Yosemite National Park

This Reimbursable Agreement (Agreement) is entered into by and between the National Park Service (“NPS”), United States Department of Interior, acting through the Superintendent of Yosemite National Park (“Park”), and the County of Mariposa (“County”), a political subdivision of the State of California.

Article I. Background and Authority

WHEREAS, NPS is authorized under 54 U.S.C. § 101704 to enter into Reimbursable Agreements with local government; and

WHEREAS, NPS is authorized under 16 U.S.C. § 47-1 to make regulations and rules for the El Portal Administrative Site; and

WHEREAS, NPS is authorized under 42 U.S.C. § 1856a to enter into reciprocal agreement for providing fire protection (as defined under section 42 U.S.C. § 1856, Definitions); and

WHEREAS, NPS is authorized under 54 U.S.C. § 102711 to render assistance to nearby law enforcement and fire prevention agencies and for related activities outside the System; and

WHEREAS, NPS has responsibility for protection and management of lands in the National Park System, and for providing for public protection within such system; and the El Portal Administrative Site is managed within the National Park System; and

WHEREAS, County has responsibility for protection of lands in Mariposa County and for enforcement of State and County laws and ordinances within Mariposa County and El Portal is located within the boundaries of said County; and

WHEREAS, County and NPS have the authority to enter into this Agreement and believe it is in their mutual interest, as well as in the interest of the residents of El Portal and the general public, to do so;

NOW THEREFORE, County and NPS agree to enter into this Reimbursable Agreement.

Article II. Statement of Work

A. NPS agrees:

1. To provide Emergency Medical Service (EMS) response in the following Response Areas:
 - a. Automatic Response Areas. Park will provide an EMS Response in these areas regardless of whether there is a request for such from County:
 - i. The El Portal Administrative Site.
 - ii. The area served by State Highway 140 west from the boundary of Yosemite National Park to the South Fork of the Merced River Bridge.
 - iii. Incline Road west of its junction with Foresta Road to Clearinghouse (i.e., the private property at the end of Incline Road).
 - iv. Community of Yosemite West
 - v. Wawona Section 35
 - b. Mutual Aid Response Areas. Park will provide a mutual aid EMS Response within Mariposa County in areas outside the Automatic Response Areas:
 - i. Upon request from County's authorized EMS dispatch center, and,
 - ii. To the extent Park EMS resources are available.
2. To provide EMS Response to incidents that is in accordance with NPS policy and under the direction of Park EMS Medical Control.
 - a. For any EMS response initially characterized as likely requiring Advanced Life Support (ALS) response, Park will dispatch a Park ambulance staffed with at least one crewmember certified by Park as an ALS provider (Parkmedic or Paramedic level of certification). If no such ALS certified crewmember is available to respond immediately, and if at least the Minimum Level of Staffing is available, Park will provide an EMS response capable of providing Basic Life Support (BLS) care. Park will subsequently dispatch an ALS certified crewmember to the scene when one becomes available.
 - b. For any EMS response initially characterized as likely requiring only a BLS level response, Park will dispatch a Park ambulance staffed with at least

the Minimum Level of Staffing, or with two Emergency Medical Technician (EMT) personnel. Park will strive to provide at least one ALS certified crewmember on any such BLS-level EMS response.

- c. Crewmembers serving on any Park ambulance will meet the standards of training and certification set by the NPS in accordance with applicable NPS and Park policies and procedures.
 - d. A Park ambulance normally will not respond with less than the Minimum Level of Staffing. However, a Park ambulance may respond with less than the Minimum Level of Staffing if sufficient EMT certified crewmembers are either on scene or enroute directly to the scene and the Minimum Level of Staffing can thereby be achieved.
 - e. Park will strive to have responding crewmembers be enroute within ten minutes or less of receiving a dispatch call to either the Automatic Response Area or the Mutual Aid Response Area.
 - f. All or any part of Park's EMS response may be cancelled by Yosemite National Park Emergency Communication Center if it is determined Park's EMS response is not necessary (e.g., in cases in which sufficient County EMS assets are known or projected to be on the scene of the emergency well in advance of Park EMS assets).
3. To provide transportation to patients as follows:
- a. In the Automatic and Mutual Aid Response Areas, a Park ambulance will respond at the BLS or ALS level as appropriate and as available, and, at the direction of Park Medical Control, the Park ambulance may transport a patient to rendezvous with an Ambulance Provider from County, except as follows:
 - i. When an Ambulance Provider from County is unavailable to respond.
 - ii. When an Ambulance Provider from County is unable to handle patient demand during multi-casualty incidents (MCI). In such incidents a Park ambulance providing EMS response will transport patients in accordance with County's designated MCI Coordinator direction, or per direction of Park Medical Control in accordance with Park EMS protocols.
 - iii. When a particular situation warrants, at the direction of Park Medical Control, Park ambulance may transport a patient to rendezvous with an air ambulance for transfer of patient care.

- iv. When a particular situation warrants, at the direction of Park Medical Control, a Park ambulance may transport a patient directly to the nearest appropriate medical facility in lieu of the Ambulance Provider from County doing so.
 - v. During a communications failure, a Park ambulance may transport a patient pursuant to this Agreement in accordance with Yosemite Medical Advisor approved protocols.
4. To make a good faith effort to provide 24-hour EMS response capability within the Automatic and Mutual Aid Response Areas through either on-duty personnel, call out of off-duty crewmembers, or a combination of both.

B. County agrees:

- 1. To provide EMS care and EMS patient transport in the Automatic and Mutual Aid Response Areas established by this Agreement.
- 2. To provide reimbursement to the NPS in the sum of \$15,000 per year for the first year of this Agreement, \$20,000 per year for years two and three of this Agreement, and \$25,000 per year for years four and five of this Agreement, with each payment made before the end of the County fiscal year. The purpose of this reimbursement includes, but is not limited to, meeting a share of the cost to the Park of the following:
 - a. Professional education (e.g., tuition, books/supplies, per diem, overtime, and back-fill) for NPS personnel who serve to provide EMS response capability under the terms of this Agreement.
 - b. Obtaining and maintaining EMS equipment and supplies in order to be able to provide EMS response under the terms of this Agreement.
 - c. Payment of administratively determined emergency hire crewmembers and overtime for NPS employees for actual EMS responses provided under the terms of this Agreement.
 - d. Maintaining certifications and trainings required for proper credentialing of NPS personnel who provide EMS response capability in the Automatic or Mutual Aid Response Areas.

C. Both NPS and County agree:

- 1. A Park ambulance will be dispatched to EMS incidents occurring within the Automatic Response Area.

2. That upon request by Park, an Ambulance Provider from County will be dispatched to an EMS incident occurring within the Automatic Response Area.
3. That any Park EMS response provided pursuant to this Agreement will be executed in accordance with: policies and procedures established by NPS's Director's Order #51 and Reference Manual 51; Yosemite Medical Advisor approved protocols; and Park policies and procedures.
4. That in an EMS response, any Park ambulance and Park EMS personnel will operate under the direction of Park Medical Control or other source of medical control approved by the Yosemite Medical Advisor.
5. That following transfer of patient care to an Ambulance Provider from County, in extraordinary and compelling circumstances, Park EMS personnel may accompany a patient on board Ambulance Provider from County to provide assistance during patient transport. In such cases, Park EMS personnel remain under the direction of Park Medical Control.
6. That during a communication failure (i.e., power failure, out of range, etc.) any Park ambulance will operate in accordance with Yosemite Medical Advisor approved protocols.
7. That Park ambulances are exempt from the license requirement of the Mariposa County Code, Chapter 8.52 Ambulance Service, when providing EMS response pursuant to this Agreement.
8. That the definitions of "Basic Life Support", "Advanced Life Support", "Emergency Medical Technician-1 or EMT-1", and "Emergency Medical Technician-Paramedic, EMT-P, paramedic or mobile intensive care paramedic" set forth in Article III of this Agreement are intended to be applicable to prehospital emergency medical personnel who are certified to operate as such in County by the State and County authorized service agency known as Mountain Valley Emergency Medical Services Agency, and not to Park EMS personnel, who are certified to operate as such under federal authority.
9. That Park may engage in cost recovery for emergency medical services provided and/or mileage transported when providing EMS response, in the Automatic and Mutual Aid response Areas, in accordance with NPS and Park policies.
10. That the Period of Performance of this agreement is July 1, 2022, through June 30, 2027, and that, pursuant to Article II, paragraph B.2 of this Agreement, NPS will invoice County according to the following schedule:

- a. By May 30, 2023, an invoice by NPS for \$15,000
- b. By May 30, 2024, an invoice by NPS for \$20,000
- c. By May 30, 2025, an invoice by NPS for \$20,000
- d. By May 30, 2026, an invoice by NPS for \$25,000
- e. By May 30, 2027, an invoice by NPS for \$25,000

Total amount for this agreement is \$105,000. The 10.5% NPS administrative fee (Expense Overhead) is included in the totals listed above.

D. Quality Improvement

1. Park shall work in earnest and good faith with Mariposa County on all data initiatives used to support clinical care and quality improvement.
2. Park shall participate in the Mariposa County Local Quality Improvement Group
3. Allow for quantitative and qualitative reporting of overall clinical and operational performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison, and greater collaborative research opportunity.

Article III. Definitions

- A. Automatic Response Area(s) – geographic area(s) identified in Article II, Paragraph A.1 of this Agreement to which Park will provide an EMS response without any requirement for a Mutual Aid response.
- B. Mutual Aid Response Area(s) – geographic area(s) identified in Article II, Paragraph A.1 of this Agreement to which Park will provide an EMS response upon Park's receipt of County's request for mutual aid.
- C. Emergency Medical Service (EMS) response – the provision of emergency medical services using Park assets pursuant to this Agreement. Specifically, when dispatched by Yosemite National Park Emergency Communication Center, "EMS response" means Park's direction of at least one (1) EMS provider credentialed by Yosemite National Park and at least one (1) ambulance to an emergency scene within the designated Response Area.
- D. Parkmedic – an NPS EMS provider position/title unique to the NPS. Parkmedics are prehospital providers who operate under an expanded scope of practice of an EMT-Basic and can also use an expanded set of drugs and procedural skill

set, uniquely tailored to NPS needs. Definition of the Parkmedic Scope of Practice, which has been provided by Park to County, is set forth in Park's Emergency Medical Services Patient Treatment Guidelines.

- E. Yosemite Medical Advisor – Yosemite National Park's designated physician who has medical oversight over the Park's EMS program.
- F. Minimum Level of Staffing – the minimum number and type of personnel necessary to provide an EMS response and is, for any NPS ambulance providing EMS response pursuant to this Agreement, one Emergency Medical Technician (EMT-Basic) and one driver trained in emergency vehicle operations.
- G. County Ambulance – an ambulance operating in Mariposa County under an authority granted by Mariposa County.
- H. Yosemite Emergency Communication Center – Yosemite National Park's dispatch center, located at the El Portal Maintenance Facility.
- I. Park Medical Control – Yosemite National Park's designated medical professional who provides on-line direction to Park EMS personnel.
- J. Basic Life Support (BLS) means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available (Health & Safety Code Division 2.5 § 1797.60).
- K. Advanced Life Support (ALS) means special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital (Health & Safety Code Division 2.5 § 1797.52).
- L. Emergency Medical Technician-1 or EMT-1 means an individual trained in all facets of basic life support according to standards prescribed by Health & Safety Code (Statute) and California Code of Regulations (CCR) and who has a valid certificate issued pursuant to Statute and CCR (Health & Safety Code Division 2.5 § 1797.80).

M. Emergency Medical Technician-Paramedic, EMT-P, paramedic or mobile intensive care paramedic means an individual whose scope of practice to provide advanced life support is according to standards prescribed by Health & Safety Code (Statute) and California Code of Regulations (CCR) who has a valid certificate issued pursuant to Statute and CCR (Health & Safety Code Division 2.5 § 1797.84).

Article IV. Payment

The National Park Service Accounting Operations Center (AOC) will send an annual invoice to the Yosemite National Park budget contact each year by May 30th, so the park can provide it to the Mariposa County Health Department at the following address:

Mariposa County Administration
PO Box 784
Mariposa, CA 95338

Upon receipt of the invoice, Mariposa County will make payment to the following address:

National Park Service
Accounting Operations Center
P.O. Box 100000
Herndon, VA 20171-9998

Article V. Key Officials

A. For the Park:

1. Superintendent – Yosemite National Park
Cicely Muldoon, Superintendent
2. Technical Advisor – Yosemite National Park
Kevin Killian, Chief Ranger

B. For the County:

1. Chairman, Board of Supervisors
5100 Bullion Street
Mariposa, CA 95338
Phone: (209) 966-3222

Article VI. Modification

This Agreement may be modified by the mutual written agreement of the NPS and the

County.

Article VII. Termination

Either party may terminate this Agreement upon thirty days advance written notice to the other party.

Article VIII. Required Clauses

- A. **Non-Discrimination** – All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI of the Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§ 2000d et seq.); *Title V, Section 504 of the Rehabilitation Act of 1973*, as amended, (87 Stat. 728; 42 U.S.C. §§ 6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

- B. **Promotions** – The County will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the repository represents. No release of information relating to this Agreement may state or imply that the Government approves of the County's work product, or considers the County's work product to be superior to other products or services.

- C. **Public Information Release**
 - 1. The County will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
 - 2. The County will obtain prior NPS approval from the regional public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the agreements technical representative, who will forward such materials to the public affairs office, along with the request for approval.
 - 3. The County agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

D. Waiver of Claims:

Parties to the Agreement shall each be responsible for their own losses arising out of the performance of this Agreement, and each Party hereby waives any claim against any other party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this Agreement; provided, this provision shall not relieve any party from responsibility for claims from third Parties for losses for which the Party is otherwise legally liable. This waiver does not extend to ordinary expenses incurred as part of the cost of the fire (gloves, fuses, hose, etc.). This provision pertains to claims between the respective state and federal agencies and does not pertain to claims advanced by third Parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this Agreement will be received by the Jurisdictional Agency and forwarded to the hiring, or home agency of the allegedly negligent employee for processing.

Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Agency and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring agency's administrative procedures.

Article IX. Signatures

NATIONAL PARK SERVICE

FRANK LANDS
2022.11.15
16:11:44 -08'00'

Frank W Lands

By _____ Date _____
Frank Lands, Regional Director, Interior Regions 8, 9, 10, and 12

COUNTY OF MARIPOSA

By _____ Date _____
Rosemarie Smallcombe, Board of Supervisors Chair

Approved as to Form

County Counsel

EXHIBIT 7: MARIPOSA – EASTERN MADERA COUNTY COVERAGE AGREEMENT

Both Mercy Mariposa and Sierra Ambulance are committed to assuring that the closest ambulance to any emergency is dispatched. To that end both agencies agree to assist each other as needed in meeting the EMS needs of our foothill communities.

Mutual Aid

Mercy Mariposa and Sierra Ambulance agree to respond as mutual aid to all P1, P2 and P3 calls in each other's response areas when no local resources are available. P4 and above responses will normally be held until the agency with jurisdiction becomes available. In the case of an extraordinary delay, a case-by-case exception may be made with the consent of the responding agency.

Automatic Aid

Sierra Ambulance agrees to respond as the first resource into parts of Mariposa County including Fish Camp, Wawona, Yosemite West and other parts of Yosemite National Park up to and including Hwy 41 and Glacier Point Road. This includes Glacier Point and Badger Pass ski resort. Mercy agrees to respond into these parts of Mariposa County if no Sierra Ambulance unit is available.

Back up Coverage

There are times when one community or the other will have all of their EMS resources committed and there will be a coverage void. In such cases each agency agrees to provide one cover ambulance for the other's response area as available under the following circumstances.

Eastern Madera County

Mercy Mariposa agrees to provide one ambulance as available, (presuming at least one ambulance left in County), when all Sierra Ambulance Service units are committed. The request for a cover unit will not be automatic. The request will be made by the Sierra Ambulance Administrator on Call or his/her designee based on system factors such as how long it is anticipated for a Sierra unit to become available in eastern Madera County or other operational considerations. It is understood that, due to staff up time constraints, which may be up to an hour in Mariposa, a request for a cover ambulance from Mariposa would presume a minimum one hour gap in coverage in eastern Madera County.

Ambulance Requests from Adventist Health-Oakhurst

Adventist Health operates a walk-in clinic in Oakhurst, formerly known as the 'urgent care.' This facility is a clinic and all requests are pre-hospital request, whether P1, P2 or P3, and should be handled as appropriate without delay.

Mariposa County

Sierra Ambulance agrees to provide one ambulance as available, (presuming at least one ambulance left in County), for coverage when all Mercy Ambulances are committed. Sierra does not have a committed call back system for personnel so requests for coverage will be granted based immediate ambulance availability. In other words, there must be at least two ambulances

available in eastern Madera County for the request to be granted; one ambulance will be sent to Mariposa and the other ambulance will remain in eastern Madera County for coverage.

Patient Transfers from John C. Fremont Hospital

Sierra Ambulance will not normally handle patient transfers from John C Fremont Hospital as long as the patient is determined by hospital staff to be stable enough to wait for a Mariposa County ambulance. If the hospital staff determines a delay in transport would be detrimental to the patient, Sierra will respond without delay when requested.

Each agency is responsible to notify their respective communications center regarding implementation of this agreement. Open communication will be maintained between the two agencies by email, phone and occasional meetings. Both agencies desire to provide the highest level of care possible to everyone they serve, regardless of jurisdictional boundaries. It is subject to periodic review and updating. Either party, with 30 days notice, may cancel this agreement.