

BASIC LIFE SUPPORT NON-TRANSPORT SERVICES

INDIAN VALLEY COMMUNITY SERVICES DISTRICT

THIS AGREEMENT is entered into by and between INDIAN VALLEY COMMUNITY SERVICES DISTRICT, hereinafter referred to as PROVIDER, and NOR-CAL EMS.

Pursuant to California Health and Safety Code Section 1797.200, Trinity County has designated NOR-CAL EMS as the County's local Emergency Medical Services (EMS) agency. NOR-CAL EMS is the Local EMS Agency for a five-county region in northern California including the counties of Lassen, Modoc, Plumas, Sierra, and Trinity.

Pursuant to California Health and Safety Code Section 1797.204, the local EMS agency shall plan, implement, and evaluate an emergency medical services system, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures.

Pursuant to California Health and Safety Code Section 1797.220, a local EMS agency, using state minimum standards, shall establish policies and procedures approved by the medical director of the local EMS agency to assure medical control of the EMS system. The policies and procedures approved by the medical director may require basic life support emergency medical transportation services to meet any medical control requirements including dispatch, patient destination policies, patient care guidelines, and quality assurance requirements.

PROVIDER is a public agency that desires to participate in the NOR-CAL EMS Emergency Medical Services (EMS) System by responding to medical emergencies within its jurisdiction.

PROVIDER'S primary response area is Indian Valley Community Services District boundaries, (Greenville, Taylorsville, North Arm, Genesse), Plumas County as well as those primary response boundaries contained within the Nor-Cal EMS System Plan.

PROVIDER'S Plumas County office is located at Plumas County, California.

PROVIDER desires a written agreement with NOR-CAL EMS to provide basic life support non-transport services.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Term of Agreement

1.1 This agreement shall, subject to the limitations contained herein, be for an initial term of twelve (12) months effective 12:00 AM July 1, 2025. This agreement may be automatically renewed for a successive twelve (12) month period with a letter of renewal issued by NOR-CAL EMS within ninety (90) days of the expiration date of the agreement.

1.2 This Agreement may also be terminated as provided in Section 16 of this Agreement.

1.3 PROVIDER is assigned Plumas District Hospital as its Base Hospital, providing medical control as described in the California Health and Safety Code.

2. Type of Agreement

2.1 This agreement is for Basic Life Support (BLS) services meaning emergency first aid and cardiopulmonary resuscitation procedures to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

2.2 This agreement is developed in compliance with the current California Health and Safety Code, California Code of Regulations, Title 22, Division 9, Chapters 1.5, and 2 and NOR-CAL EMS' Policies, Procedures and Protocols.

2.3 PROVIDER agrees to comply with all California laws applicable to providers of prehospital emergency medical services as well as Federal, State and Nor-Cal EMS scope of practice levels commensurate with training, education, and accreditation.

3. Scope of Services/Geographic Area to be Served

3.1 PROVIDER is hereby authorized to provide Basic Life Support Non-Transport Services within the "Primary Service Area" of Indian Valley Community Services District boundaries as well as those primary response boundaries contained within the Nor-Cal EMS System Plan.

3.2 PROVIDER shall provide first response Basic Life Support Non-Transport services to the geographic area described herein on a continuous twenty-four hours per day basis for the full term of this Agreement.

4. Medical Control and Quality Improvement

4.1 PROVIDER shall provide Basic Life Support Non-Transport Services under the prospective, concurrent, and retrospective medical control of the NOR-CAL EMS Medical Director.

- 4.1.1 Medical Control is exercised prospectively through policies, protocols, and training established and approved by the NOR-CAL EMS Medical Director.
- 4.1.2 Medical Control is exercised concurrently, in real time, by the on-duty Base Hospital Physician at a NOR-CAL EMS-designated Base Hospital.
- 4.1.3 Retrospective medical control includes monitoring, quality improvement, incident review including after action reports and evaluations, and disciplinary processes conducted by PROVIDER, base hospitals, NOR-CAL EMS, and the California EMS Authority.
- 4.2 PROVIDER shall maintain a NOR-CAL EMS approved EMS Quality Improvement (QI) Plan and an EMS Quality Improvement Program. The QI Program will identify methods of improving the quality of care provided.
- 4.3 PROVIDER shall participate in the NOR-CAL EMS System and comply with all applicable State statutes, regulations, and local policies and procedures, including participation in the NOR-CAL EMS Quality Improvement Program.
- 4.4 PROVIDER shall designate a single point of contact as their QI Coordinator.
- 4.5 The QI Coordinator or representative shall serve as the primary point of contact for the NOR-CAL EMS Medical Advisory Committee (MAC) and shall attend NOR-CAL EMS MAC meetings.
- 4.6 PROVIDER will designate a training officer to oversee the required training and orientation of all new and current prehospital personnel employed by PROVIDER. This individual may be the same as the QI Coordinator. PROVIDER will ensure that all employees providing patient care comply with training requirements as established by the State of California and NOR-CAL EMS for their level of certification.
- 4.7 PROVIDER will maintain training records for personnel utilizing optional scope practices allowed in the NOR-CAL EMS policies/protocols. PROVIDER will submit copies of training records to NOR-CAL EMS upon request.
- 4.8 PROVIDER shall submit to NOR-CAL EMS, when requested, a report, identifying PROVIDERs clinical and operational performance. PROVIDER will be notified on an annual basis of the reporting requirements and due dates required for the current calendar year.
- 4.9 PROVIDER agrees that NOR-CAL EMS shall have the right to review, obtain, and copy all records and documents pertaining to the performance of this Agreement. PROVIDER agrees to maintain such records for a period of three years after the date PROVIDER completes its performance of services pursuant to this Agreement.

4.10 PROVIDER will allow inspection of its Plumas County office, at any time, by NOR-CAL EMS, with reasonable advance notice, for the purpose of verifying the Provider Agreement, Regulations, and Policies and Protocols compliance.

5. Records

5.1 PROVIDER shall comply with patient care report (PCR) requirements as indicated in the NOR-CAL EMS Documentation Policies.

5.2 PROVIDER shall comply with all NOR-CAL EMS Policies and Procedures related to EMS data.

5.3 PROVIDER shall comply with any request from Nor-Cal EMS for records or pertinent material that may be required in the course of investigations, inquiries or for CQI purposes.

6. Communications

6.1 PROVIDER shall be responsible for its radio and communication system, providing an acceptable and reliable means of communication with local dispatch and the receiving hospital. Radio operation must be within FCC standards utilizing the Med-Net Repeater Frequency and Tone Outline found in the Nor-Cal EMS Policies/Protocols.

7. Equipment, Supplies and Medications

7.1 PROVIDER shall furnish all equipment necessary to provide required BLS non-transport services. PROVIDER shall maintain an inventory of medications and solutions, medical equipment, and supplies.

7.2 PROVIDER shall maintain and service all bio-medical equipment to manufacturer's recommended specifications. All costs of compliance testing, maintenance, and repairs, including parts, supplies, spare parts and inventories of supplies, labor, and costs of extended warranties, shall be at the PROVIDER's expense.

7.3 PROVIDER shall be solely responsible for furnishing equipment and parts for the maintenance of vehicles used by the PROVIDER in the performance of its work.

7.4 All equipment, medical supplies, and communications equipment utilized by PROVIDER shall comply with NOR-CAL EMS policies procedures and protocols.

8. MCI and EMS System Preparedness

8.1 PROVIDER and NOR-CAL EMS shall actively participate in preparing for multi-casualty and mass casualty incidents (MCI) within the NOR-CAL EMS region and the California Office of Emergency Services (Cal-OES) Region III, including medical disaster plan development, MCI, and medical disaster training, equipping, and exercising.

9. Personnel Standards

9.1 PROVIDER shall assure that at all times personnel responding to emergency medical requests shall be currently and appropriately certified to practice in the State of California.

9.2 PROVIDER shall retain on file at all times, a copy of each staff's valid EMS certification and driver's license. PROVIDER will maintain and provide to NOR-CAL EMS a staff roster. Any changes are to be updated within thirty (30) days.

9.3 PROVIDER shall ensure that all EMS staff maintain all certifications and training, including local policies and protocols required by State regulations and NOR-CAL EMS policy.

9.4 PROVIDER is expected to utilize reasonable management practices which ensure that no field personnel will respond to medical calls when their ability to provide medical care is adversely affected by fatigue, illness, or any other cause.

9.5 PROVIDER shall not permit any of its employees, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

10. Fees

10.1 PROVIDER, if applicable, agrees to pay NOR-CAL EMS the annual ambulance provider fee in the amount set forth by the NOR-CAL EMS Board of Directors.

10.2 NOR-CAL EMS shall not be liable for any costs or expenses incurred by PROVIDER as a result of this Agreement. PROVIDER shall bear all costs associated with its provision of services under this Agreement.

11. Privacy

11.1 All applicable laws will be adhered to with regard to patient (i.e., Health Insurance Portability and Accountability Act (HIPAA)) and personnel records' confidentiality.

12. Prohibitions on Sub-Contracting, Transferring or Assigning BLS Authorization

12.1 PROVIDER shall not subcontract with any entity to perform response, patient care, basic life support services, in whole or in part without the express written approval of NOR-CAL EMS. Neither this Agreement nor any interest herein may be transferred or assigned, voluntarily or by operation of law, without the prior written approval of NOR-CAL EMS. Any such prohibited transfer or assignment shall be void.

12.2 PROVIDER may subcontract administrative functions. Subcontracting these services does not relieve PROVIDER from the obligation to continuously comply with all requirements and terms of this Agreement. All subcontractors must comply with the indemnification requirements of Section 13 and the Insurance requirements of Section 14.

13. Indemnification

13.1 The PROVIDER hereby agrees to indemnify, defend, and hold harmless NOR-CAL EMS, and its officers, agents, employees, and employers, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injuries or death incurred by reasons of any act or failure to act by the PROVIDER or PROVIDER's officers, agents, and employees in connection with the performance of this AGREEMENT.

13.2 NOR-CAL EMS hereby agrees to indemnify, defend, and hold harmless the PROVIDER and its officers, agents, employees, and employers, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injuries or death incurred by reasons of any act or failure to act by NOR-CAL EMS, its officers, agents, and employees in connection with the performance of this AGREEMENT.

14. Insurance

14.1 PROVIDER has and maintains, at its sole cost and expense, Worker's Compensation and General Liability insurance. General Liability insurance coverage will have a minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000) with NOR-CAL EMS listed as an additional insured. A current copy of the certificate of General Liability insurance will be submitted to Nor-Cal EMS within thirty (30) days of this agreement and annually thereafter.

15. Compliance with Statutes, Regulations, Ordinances, and Policies and Procedures

15.1 All services furnished by PROVIDER under the Agreement shall be rendered in full compliance with all federal, state, and local laws, ordinances, rules, regulations, and NOR-CAL EMS Policies and Protocols.

16. Suspension, Revocation and Termination of Agreement

16.1 Either party may terminate this Agreement by giving 90 days prior written notice to the other party.

16.2 NOR-CAL EMS may deny, place on probation, immediately suspend, or revoke this Agreement for any failure of PROVIDER to comply with applicable policies, procedures, and regulations.

17. Waiver

17.1 No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing and shall apply only to the specific instance expressly stated.

18. Relationship of the Parties

18.1 Nothing in this Agreement shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement.

19. Notices

19.1 All notices required hereunder shall be in writing and served personally or by certified mail, return receipt requested, postage prepaid, or express mail at the addresses shown below:

NOR-CAL EMS
Chief Executive Officer
930 Executive Way, Suite 1502
Redding, CA 96002

INDIAN VALLEY COMMUNITY SERVICES DISTRICT
Attn: Fire Chief/Administrator
PO BOX 899
Greenville, CA 95947

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NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

All terms and conditions of this approval are agreed to be binding on NOR-CAL EMS and PROVIDER.

NOR-CAL EMS:

Signature: _____ Date: ____/____/____
Donna Stone, Chief Executive Officer

PROVIDER: INDIAN VALLEY COMMUNITY SERVICES DISTRICT

Signature: _____ Date: ____/____/____
Provider Agency Signatory