

AGREEMENT TO AMEND AGREEMENT ENTERED INTO ON JUNE 29, 2015
BETWEEN
NORTHERN CALIFORNIA EMERGENCY MEDICAL SERVICES, INC ("NOR-CAL") AND
SIERRA MEDICAL SERVICES ALLIANCE (SEMSA)

INTRODUCTION

WHEREAS, NORTHERN CALIFORNIA EMERGENCY MEDICAL SERVICES, INC, hereinafter referred to as NOR-CAL and SIERRA MEDICAL SERVICES ALLIANCE, hereinafter referred to as SEMSA entered into an agreement on June 29, 2015 by which SEMSA provides emergency ambulance services in the exclusive operating area of emergency response Zone 1 in Lassen County, California.

WHEREAS, the agreement referred to in the previous paragraph was amended by the parties on signed by NOR-CAL on September 20, 2019 and SEMSA on October 13, 2019.

NOR-CAL and SEMSA hereby agree pursuant to section 11.14 of the agreement executed on June 29, 2015 and its amendments that said agreement and amendments are hereby amended as follows:

SECTION 4: OPERATIONS

SUBSECTION 4.3 Equipment and Supplies

4.3 A. Ambulances- SEMSA shall provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required. SEMSA shall have sufficient vehicles to provide the level of service provided, including ambulances, supervisor's vehicles, and any other necessary vehicle. SEMSA shall decrease full-time 24-hour ambulance operations from 4 to 3 ambulances. SEMSA will continually staff and operate three (3) full-time twenty-four (24) hour Advanced Life Support Transport Units.

SECTION 9: PERFORMANCE SECURITY

SECTION 9.1 A SEMSA shall continue to maintain a performance security in the amount of eighty five thousand dollars (\$85,000) through February 29, 2024. Commencing March 1, 2024 though the balance of the term of this agreement SEMSA shall increase the amount of the performance security to one hundred ninety five thousand dollars (\$195,000).

EXHIBIT H: Penalties and Fines

3. Penalties for failure to meet ambulance staffing and clinical standards

SEMSA shall pay to NOR-CAL the sum of six thousand two hundred dollars (\$6200) for any down staffing of an ambulance for a period longer than two (2) hours or one hundred twenty (120) minutes in any and each given twenty-four (24) hour period whenever an ambulance is not staffed as required above for each incident. Within seventy-two (72) hours of discovery, SEMSA shall provide Ambulance Enforcement Officer with a full description of each incident where there was a failure to meet ambulance staffing requirements and the remedial action taken to prevent reoccurrence.

EXHIBIT F: Ongoing Reporting Requirements

Ongoing reporting requirements shall be replaced, in their entirety, with the new **EXHIBIT F: ONGOING REPORTING REQUIREMENTS**, attached to this amended agreement. SEMSA shall submit a written quarterly report containing the requested items listed below as "Yes" in "Required by SEMSA in Quarterly Report to NOR-CAL" section within ten (10) business days at the end of each quarter with dates for 2024 to July 2025 as noted herein:

Quarter 1 due no later than April 12, 2024

Quarter 2 due no later than July 15, 2024

Quarter 3 due no later than October 14, 2024

Quarter 4 due no later than January 15, 2025

Quarter 1 (2025) due no later than April 14, 2025

Quarter 2 (2025) due no later than July 15, 2025

Report Name	Due Date	Frequency	Responsible	Submit To	Required by SEMSA in Quarterly Report to NOR-CAL
Deployment plan changes which include moving base stations	30 days prior to change unless emergency adjustment	As Needed	SEMSA	Ambulance Enforcement Officer	Yes
Updated deployment map	48 hours with any changes	Annually	SEMSA	Ambulance Enforcement Officer	No
Performance reports	Within ten (10) business days following the end of the quarter	Monthly	SEMSA	Ambulance Enforcement Officer	Yes
Exemption Request	Within ten (10) business days following the end of each month	Monthly	SEMSA	Ambulance Enforcement Officer	Yes
Vehicle list changes	Within ten (10) business days of change	As needed	SEMSA	Ambulance Enforcement Officer	Yes
Unusual Occurrence	Within 48 hours of occurrence	As needed	SEMSA	Ambulance Enforcement Officer	Yes

Report of non-compliance with controlled substance policies and procedures.	With 48 hours of occurrence	As needed	SEMSA	Ambulance Enforcement Officer	Yes
Annual report, including compliance with CQI plan and areas for improvement, community education activities, community standby activities, and subscription plan status, current rates and benefits.	January 31 of each year	Annually	SEMSA	Ambulance Enforcement Officer	No
Year-end Financial Report, including annual financial statements	180 days following the end of the contract year	Annually	SEMSA	Ambulance Enforcement Officer	No
1.) Number of emergency responses and transports. 2.) Personnel records (including current licensure and certification). 3.) Equipment failure reports. 4.) Equipment and vehicle maintenance reports. 5.) Continuous Quality Improvement program reports. 6.) A complete listing of all service complaints received and their disposition /resolution	Within ten (10) business days following the end of each month	Monthly	SEMSA	Ambulance Enforcement Officer	Yes
Financial statements, records and receipts that support and		Upon Request	SEMSA	Ambulance Enforcement Officer	No

identify operations					
Unusual Occurrences, Clinical	Within 48 hours	As Needed	SEMSA	Ambulance Enforcement Officer	Yes
Year-End Financial Report		Annually	SEMSA	Ambulance Enforcement Officer	No
Annual financial statements reviewed by an independent public accounting firm	One hundred eighty (180) calendar days of the close of each fiscal year	Annually	SEMSA	Ambulance Enforcement Officer	No
Penalty Invoices	Within 30 days of close of each contract year	Quarterly	NOR-CAL	SEMSA	No

Executed at the date set forth;

NORTHERN CALIFORNIA EMS, INC.

By: _____

Donna Stone, CEO

Date: _____

SIERRA MEDICAL SERVICES ALLIANCE

By: _____

Carly Strong, COO

Date: 2/21/24