



**NORTHERN CALIFORNIA EMS, INC.**

930 Executive Way, Suite 150, Redding, CA 96002-0635  
Phone: (530) 229-3979 Fax: (530) 229-3984

May 16, 2018

RECEIVED

**MAY 17 2018**

Richard Egan  
Lassen County Executive Officer  
221 S. Roop St., Suite 4  
Susanville, CA 96130

COUNTY OF LASSEN  
ADMINISTRATIVE SERVICES

Re: Modification of Agreement for EMS Services, Lassen County, Fiscal Year 2018-2019

Dear Mr. Egan:

Enclosed are two copies of a modification to agreement pertinent to our current Local EMS Agency contract which terminates June 30, 2018. The modification addresses compensation and the term of the agreement, continuing the agreement for the time period July 1, 2018 through June 30, 2019. The documents have been signed on behalf of Nor-Cal EMS.

As we briefly discussed at the Lassen County Board of Supervisors' meeting in Bieber, the fee increase is \$812.02. This represents our attempt to adjust the county fees to get them equitably in line among all the counties.

If you would like my attendance at the time the modification is considered by the Board, please notify me of the date.

With acceptance of the modification, please return a signed copy to this office.

If you have any questions, you may contact us at 530-229-3979.

Sincerely,

Dan Spiess  
Chief Executive Officer

DS/pg

Enclosures

## **MODIFICATION OF AGREEMENT**

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and LASSEN COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 13, 2010 and modified June 21, 2011, May 15, 2012, July 24, 2012, June 18, 2013, June 17, 2014, June 23, 2015, May 10, 2016 and June 20, 2017, in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement and modifications above referenced remain the same.

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

### **ARTICLE VI COMPENSATION**

Section 6.1 is revoked in its entirety and replaced with the following new Section 6.1:

Section 6.1. Subject to the conditions contained in this Article, COUNTY shall pay to CORPORATION THIRTY THOUSAND ONE HUNDRED EIGHTY THREE AND 60/100 (\$30,183.60) annually as the fee for the basic LEMSA services to be rendered pursuant to this agreement, due and payable within thirty (30) days of receipt of the statement for services.

### **ARTICLE VII TERM AND INSURANCE**

Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1. The term of this agreement shall be for the period beginning July 1, 2018 and ending June 30, 2019, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature:

COUNTY OF LASSEN

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Chairman, Board of Supervisors  
COUNTY OF LASSEN  
State of California

ATTEST:


Clerk of the Board

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

NORTHERN CALIFORNIA EMS, INC.

By:  \_\_\_\_\_  
Dan Spiess  
Chief Executive Officer

Date: 5/16/18

APPROVED AS TO FORM

Signature:  \_\_\_\_\_

Date: 5/21/18

Print Name: Robt. M. Evans  
County Counsel

## **MODIFICATION OF AGREEMENT**

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and LASSEN COUNTY, hereinafter referred to as COUNTY.

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The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement and modifications above referenced remain the same.

NOW, THERFORE, it is agreed by the between the parties hereto to as follows:

### **ARTICLE VII TERM AND INSURANCE**

Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1. The term of this agreement shall be for the period beginning July 1, 2017 and ending June 30, 2018, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this \_\_\_\_ day of \_\_\_\_, 2017.

COUNTY OF LASSEN


Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chairman, Board of Supervisors  
COUNTY OF LASSEN  
State of California

ATTEST:

Clerk of the Board

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

NORTHERN CALIFORNIA EMS, INC.

By:  \_\_\_\_\_  
Dan Spiess  
Chief Executive Officer

APPROVED AS TO FORM

Signature:  5/17/17  
Print Name: Andrew R. Huet  
County Counsel

## **MODIFICATION OF AGREEMENT**

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and LASSEN COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 13, 2010 and modified June 21, 2011, May 15, 2012, July 24, 2012, June 18, 2013, June 17, 2014 and June 23, 2015, in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement and modifications above referenced remain the same.

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

### **ARTICLE VII TERM AND INSURANCE**

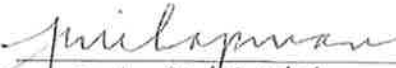
Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1. The term of this agreement shall be for the period beginning July 1, 2016 and ending June 30, 2017, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

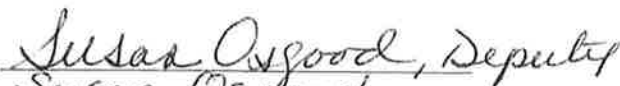
IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this 24 day of June, 2016.

COUNTY OF LASSEN

Signature:   
Print Name: JIM CHAPMAN  
Chairman, Board of Supervisors  
COUNTY OF LASSEN  
State of California

ATTEST:

Clerk of the Board

Signature:   
Print Name: Susan Osgood

NORTHERN CALIFORNIA EMS, INC.

By:   
Dan Sploss  
Chief Executive Officer

APPROVED AS TO FORM

Signature:  5/10/16  
Print Name: Andrew R Haast  
County Counsel

## **MODIFICATION OF AGREEMENT**

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and LASSEN COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled ~~"AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE~~ "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 13, 2010 and modified June 21, 2011, May 15, 2012, July 24, 2012, June 18, 2013 and June 17, 2014 (copies of which are attached hereto) in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement and modifications above referenced remain the same.

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

### **ARTICLE VII TERM AND INSURANCE**

Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:


Section 7.1. The term of this agreement shall be for the period beginning July 1, 2015 and ending June 30, 2016, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.




IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this 23rd day of June, 2015.

COUNTY OF LASSEN


Signature:   
Print Name: Robert D. Dyke  
Chairman, Board of Supervisors  
COUNTY OF LASSEN  
State of California

ATTEST:

Clerk of the Board

Signature:   
Print Name: Susan Osgood

NORTHERN CALIFORNIA EMS, INC.

By:   
Dan Spiess  
Chief Executive Officer

APPROVED AS TO FORM

Signature:  6/19/15  
Print Name: Andrew R. HAUT  
County Counsel

## **MODIFICATION OF AGREEMENT**

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and LASSEN COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 13, 2010 and modified June 21, 2011, May 15, 2012, July 24, 2012 and June 18, 2013 (copies of which are attached hereto) in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement and modifications above referenced remain the same.

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

### **ARTICLE VI COMPENSATION**

Section 6.1 is revoked in its entirety and replaced with the following new Section 6.1:

Section 6.1. Subject to the conditions contained in this Article, COUNTY shall pay to CORPORATION TWENTY NINE THOUSAND THREE HUNDRED SEVENTY ONE AND 58/100 (\$29,371.58) annually as the fee for the basic LEMSA services to be rendered pursuant to this agreement, due and payable within thirty (30) days of receipt of the statement for services.

### **ARTICLE VII TERM AND INSURANCE**

Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1. The term of this agreement shall be for the period beginning July 1, 2014 and ending June 30, 2015, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this 17<sup>th</sup> day of June, 2014.

COUNTY OF LASSEN

Signature: [Signature]  
Print Name: Carry A. Wlasich  
Chairman, Board of Supervisors  
COUNTY OF LASSEN  
State of California

ATTEST:

Clerk of the Board

Signature: [Signature]  
Print Name: Susan Osgood  
Deputy

APPROVED AS TO FORM

Signature: [Signature] 6-2-2014  
Print Name: Andrew HAWI  
County Counsel

NORTHERN CALIFORNIA EMS, INC.

By: [Signature]  
Dan Spiess  
Chief Executive Officer

RECEIVED JUN 24 2013

## MODIFICATION OF AGREEMENT

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and LASSEN COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 13, 2010 and modified July 24, 2012 (a copy of which is attached hereto) in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement and modification dated July 24, 2012 above referenced remain the same.

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

### ARTICLE VII TERM AND INSURANCE

Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1. The term of this agreement shall be for the period beginning July 1, 2013 and ending June 30, 2014, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this 18th day of June, 2013.

COUNTY OF LASSEN

Signature: 

Print Name: Robert Pyle

Vice-Chairman, Board of Supervisors

COUNTY OF LASSEN

State of California

ATTEST:

Clerk of the Board

Signature: 

Print Name: Susan Osgood, Deputy

NORTHERN CALIFORNIA EMS, INC.

By: 

Dan Spiess

Chief Executive Officer

APPROVED AS TO FORM

Signature: 

Print Name: RHETTA VANDER PUSE

County Counsel

MODIFICATION OF AGREEMENT  
FOR EMS SERVICES

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and LASSEN COUNTY, hereinafter referred to as COUNTY.

This Agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS INC., AS THE LOCAL EMS AGENCY" FOR SIERRA COUNTY AND AUTHORIZING POWERS PURSUANT THERETO", dated July 13, 2010 in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement above referenced remain the same.

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

**INTRODUCTION**

Paragraph 4 is deleted and replaced with the following:

WHEREAS, COUNTY desires to contract with CORPORATION for CORPORATION to administer local emergency medical services as specified in this MODIFICATION and as specified in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS INC., AS THE LOCAL EMS AGENCY" dated July 13, 2010.

**ARTICLE I. GENERAL**

Section 1.3 is deleted in its entirety and replaced with the following new Section 1.3:

Section 1.3 COUNTY designates CORPORATION as its local EMS agency and delegates all California Health and Safety Code Division 2.5 functions pertaining to Local EMS Agency functions to CORPORATION and CORPORATION shall act as the Local EMS Agency as to each function.

Section 1.9 is deleted in its entirety and replaced with the following new Section 1.9:

Section 1.9 Prior to establishing ambulance exclusive operating areas through the grandfathering procedure or through a competitive process, COUNTY AND CORPORATION will confer on the logistics, advantages and costs of the process and CORPORATION will not proceed without authorization from COUNTY and mutual agreement from both COUNTY AND CORPORATION to do so.

Section 1.10 is deleted in its entirety.

Section 1.11 is re-numbered as Section 1.10.

**ARTICLE II. MEDICAL CONTROL AND ARTICLE IV. CERTIFICATION  
AND TRAINING AND ARTICLE V. TRIAGE AND TRANSFER**

All references to EMT II are replaced by AEMT (Advanced Emergency Medical Technician) in Sections 2.9, 4.1, 4.4 and 5.3.

**ARTICLE VII. TERM AND INSURANCE**

Section 7.1 is deleted in its entirety and replaced with the following new Section 7.1:

Section 7.1 The term of this agreement shall be for the period beginning July 1, 2012 and ending June 30, 2013, provided however, that if any proceedings are pending pursuant to section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERTO shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this 24<sup>th</sup> day of July, 2012.

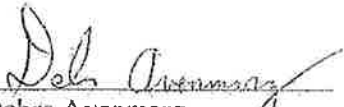
COUNTY OF LASSEN

Brian Dahl  
Chairman, Board of Supervisors

NORTHERN CALIFORNIA EMS, INC.


Dan Spiess  
Dan Spiess  
Chief Executive Officer

APPROVED AS TO FORM

  
Debra Avenmarg  
Deputy County Counsel

ATTEST:

Clerk of the Board

Signature:   
Print Name: Susan Osgood, Deputy Clerk of the Board



## **MODIFICATION OF AGREEMENT**

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and LASSEN COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 13, 2010 (a copy of which is attached hereto) in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement above referenced remain the same.

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

### **ARTICLE VII. TERM AND INSURANCE**

Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1. The term of this agreement shall be for the period beginning July 1, 2012 and ending June 30, 2013, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this 15th day of May, 2012.

COUNTY OF LASSEN

Signature: Brian Dahle  
Print Name: Brian Dahle, Chairman  
Chairman, Board of Supervisors  
COUNTY OF LASSEN  
State of California

ATTEST:

Clerk of the Board

Signature: Susan Osgood  
Print Name: Susan Osgood, Deputy

NORTHERN CALIFORNIA EMS, INC.

By: Dan Spiess  
Dan Spiess  
Chief Executive Officer

APPROVED AS TO FORM

Signature: Rhett Vanderploeg  
Print Name: RHETT VANDER PLOEG  
County Counsel

## MODIFICATION OF AGREEMENT

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and LASSEN COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 13, 2010 (a copy of which is attached hereto) in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement above referenced remain the same.

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

### ARTICLE VII TERM AND INSURANCE

Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1 The term of this agreement shall be for the period beginning July 1, 2011 and ending June 30, 2012, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

### ARTICLE XI COMPENSATION

Section 6.1 is revoked in its entirety and replaced with the following new Section 6.1:

Section 6.1 Subject to the conditions contained in this Article, COUNTY shall pay to CORPORATION TWENTY-SIX THOUSAND DOLLARS AND 95/100 (\$26,000.95) as the fee for the basic LEMSA services to be rendered pursuant to this agreement, due and payable within thirty (30) days of receipt of the statement for services.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this 21st day of June, 2011.

COUNTY OF LASSEN

Signature: Brian Dahle  
Print Name: Brian Dahle

Vice- Chairman, Board of Supervisors

COUNTY OF LASSEN

State of California

ATTEST:

Clerk of the Board

Signature: Susan Osgood  
Print Name: Susan Osgood, Deputy Clerk of the Board

NORTHERN CALIFORNIA EMS, INC.

By: Dan Spiess  
Dan Spiess  
Chief Executive Officer

APPROVED AS TO FORM

Signature: Richard Crabtree  
Print Name: RICHARD CRABTREE  
County Counsel

**AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS  
THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND  
AUTHORIZING POWERS PURSUANT THERETO**

**THIS AGREEMENT** is entered into by and between **LASSEN COUNTY**, hereinafter referred to as **COUNTY**, and **NORTHERN CALIFORNIA EMS, INC.**, (a California non-profit, public benefit corporation) hereinafter referred to as **CORPORATION**.

**INTRODUCTION**

**WHEREAS**, the Emergency Medical Services Act (California Health and Safety Code Section 1797 et seq., hereinafter referred to as "the Act") authorizes a county to designate a local emergency medical services (EMS) agency, and

**WHEREAS**, the Act mandates that particular functions under the Act must be performed by, and/or under the direction of, the local EMS agency, pursuant to Health and Safety Code Section 1797 et seq., and

**WHEREAS**, **CORPORATION** is qualified to be a "local EMS agency" pursuant to Health and Safety Code Section 1797.94, and

**WHEREAS**, **COUNTY** desires to contract with **CORPORATION** for **CORPORATION** to administer certain local emergency medical services as specified as follows in this agreement, and

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:

## **ARTICLE 1. GENERAL**

**Section 1.1.** This agreement takes the place of the previous agreement dated June 24, 2009, and titled "Agreement Designating Northern California EMS, Inc. as the 'Local EMS Agency' for Lassen County and Authorizing Powers Thereto", and any written modifications thereto.

**Section 1.2.** The terminology used in this agreement is defined according to the Health and Safety Code, Sections 1797.50 through 1797.97. All sections cited in this agreement refer to the Health and Safety Code unless otherwise noted. If any language or provisions of this agreement conflict with the language or provisions of the Act, the Act shall prevail. Whenever the term "Authority" is used in this agreement, it shall mean the Emergency Medical Services Authority as defined in Health and Safety Code Section 1797.54.

**Section 1.3.** COUNTY designates CORPORATION as its local EMS agency and delegates only those specifically enumerated functions as set forth in this agreement to CORPORATION.

**Section 1.4.** CORPORATION shall plan, implement and evaluate an emergency medical services system in accordance with the provisions of the Act, consisting of an organized pattern of readiness and response services based upon public and private agreements and operational procedures (Section 1797.204).

**Section 1.5.** CORPORATION shall be responsible for the implementation of advanced

life support systems and limited advanced life support systems and for the monitoring of training programs (Section 1797.206).

**Section 1.6. CORPORATION** shall, when required by the Authority, submit an emergency medical services plan for **COUNTY** to the Authority (Sections 1797.250 and 1797.254) and to the **COUNTY**. **CORPORATION** shall submit to **COUNTY** the plan it submits to the Authority and any amendment thereto. **CORPORATION** shall, consistent with such plan, coordinate and otherwise facilitate arrangements necessary to develop the emergency medical services system (Section 1797.252).

**Section 1.7. CORPORATION** may review applications for grants and contracts for Federal, State, or private funds concerning emergency medical services or related activities in the **COUNTY** (Section 1799.256).

**Section 1.8. CORPORATION** shall implement local Air Ambulance Standards in compliance with statewide regulations.

**Section 1.9.** Functions not delegated to **CORPORATION** and which are retained by **COUNTY** are:

A. Acceptance of Basic Life Support, Advanced Life Support, or Mobile Intensive Care Providers into any dispatch rotation. Where applicable, **CORPORATION** will approve these units as approved providers, but the actual placing in rotation or acceptance of the providers into dispatch is not contracted for in this agreement and is not the responsibility of

## **CORPORATION.**

B. This agreement is not intended to cover any services by **CORPORATION** in connection with Health and Safety Code Section 1797.201 and/or the assertion by any city or fire protection districts of any rights they may have under Sections 1797.200 and 1797.201.

C. Except for the reporting requirements of disaster planning and response as a part of **COUNTY'S** EMS plan to the Authority, **CORPORATION** is not responsible under the terms of this agreement for any disaster planning, training or response.

**Section 1.10.** Since pursuant to Section 1797.85 **COUNTY** recommended to **CORPORATION** that exclusive operating areas be established, **COUNTY** delegates to **CORPORATION** all services required to be performed by a local EMS agency in connection with the establishment of such exclusive operating areas.

**Section 1.11.** **COUNTY** agrees to continue to designate an individual within the County who will become knowledgeable on the conditions of this agreement, and who **CORPORATION** may communicate with during the term of the agreement, regarding the various activities and actions of **CORPORATION** in furtherance of its Local EMS Agency contractual obligations with **COUNTY**. This individual and the person's contact information shall be given to **CORPORATION'S** Chief Executive Officer by July 15, 2010.

## **ARTICLE II. MEDICAL CONTROL**

**Section 2.1.** The medical direction and management of the emergency medical services



system shall be under the medical control of the Medical Director of **CORPORATION**. This medical control shall be maintained in accordance with standards for medical control established by the Authority (Section 1798). Medical control shall be exercised within an EMS system which complies with the minimum standards adopted by the Authority, and which is established and implemented by **CORPORATION**.

**Section 2.2. CORPORATION** shall have a full or part-time licensed physician and surgeon as Medical Director to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the EMS system. The Medical Director may appoint a physician and surgeon to assume his or her duties during any time that he or she is unable to carry out those duties as the Medical Director deems necessary. The Medical Director may also assign administrative functions of his or her duties which do not require his or her professional judgment as Medical Director to administrative staff of the local EMS agency under his or her supervision (Section 1797.202).

**Section 2.3. CORPORATION'S** Medical Director may authorize registered nurses functioning pursuant to Business & Professions Code Section 2725 to act as "authorized registered nurses" or "Mobile Intensive Care Nurses (MICNs)". As such, MICNs provide prehospital advanced life support and may issue instructions to prehospital emergency medical care personnel within an EMS system according to standardized procedures consistent with statewide guidelines established by the Authority.

**Section 2.4. CORPORATION**, using State minimum standards, shall establish policies and procedures approved by the Medical Director of the **CORPORATION** 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 (Section 1797.220).

**Section 2.5.** The Medical Director of **CORPORATION** may approve or conduct any scientific or trial study of the efficacy of the prehospital emergency use of any drug, device, or treatment procedure within Lassen County, utilizing any level of prehospital emergency medical care personnel. The study shall be in compliance with Section 1797.221 and with any requirements established by the Authority (Section 1797.221).

**Section 2.6.** In administering the EMS system, **CORPORATION**, with the approval of its Medical Director, may designate and contract with hospitals or other entities approved by the Medical Director of the local EMS agency pursuant to Sections 1798.2 and 1798.105 to provide medical direction of prehospital emergency medical care personnel, within its area of jurisdiction, as either base hospitals or alternative base stations, respectively. Hospitals or other entities so designated and contracted with as base hospitals or alternative base stations shall provide medical direction of prehospital emergency care provided for the area defined by the local EMS agency and approved by the Medical Director of the local EMS agency pursuant to

Sections 1797.220 and 1798 (Section 1798.100).

**Section 2.7. CORPORATION**, in order to assure medical direction to prehospital emergency medical care personnel in rural areas (as determined by the Authority), may utilize hospitals which do not have a basic emergency medical service permit, but which have been approved by the Medical Director of the **CORPORATION** for utilization as a base hospital, if the requirements of Section 1798.101 are met.

**Section 2.8.** Advanced life support and limited advanced life support personnel may receive medical direction from an alternative base station (Section 1798.105) in lieu of a base hospital when the conditions are met in Section 1798.3 under the guidance and control of **CORPORATION**.

**Section 2.9. CORPORATION'S** Medical Director may, in accordance with regulations adopted by the Authority, deny, suspend, or revoke any EMT-I or EMT-II certificate issued under Division 2.5 of the Health and Safety Code, or may place any EMT-I or EMT-II certificate holder on probation, upon the finding by the Medical Director of the occurrence of any of the actions listed in Section 1798.200(c). **CORPORATION'S** Medical Director may deny, suspend, revoke or place on probation any First Responder or Mobile Intensive Care Nurse upon a finding by the Medical Director of the occurrence of any actions listed in Section 1798.200(c). In addition, the Medical Director of the **CORPORATION** has all Medical Director powers defined in California Health and Safety Code Sections 1798.201 and 1798.202(a). Subject to the limitations contained

in ARTICLE VI, Section 6.4 of this agreement **COUNTY** shall pay (over and above the basic annual fee charged under the agreement) all actual costs incurred by **CORPORATION** for any hearings and/or litigation arising from the denial, suspension, probation or revocation of a certificate or certificate holder. **COUNTY** may, at its discretion, provide for its own attorney or an independently retained attorney to handle any said proceedings. **CORPORATION** shall submit an itemized bill for said costs (including, but not limited to, staff time, attorneys' fees, postage, deposition costs, hearing or court costs, photocopying and travel) within 30 days of incurring those costs. **COUNTY** shall pay the bill within 30 days of receipt.

**Section 2.10.** **COUNTY** hereby designates the Medical Director of **CORPORATION** to be the designated physician who may place on probation, suspend, or revoke the approval under the Act of any training program for failure to comply with the provisions of the Act or any rules or regulations adopted pursuant thereto (Section 1798.209). Subject to the limitations contained in ARTICLE VI, Section 6.4 of this agreement it shall be **COUNTY'S** sole responsibility to pay for all costs of any proceedings for probation, suspension, or revocation of approval of any training program. **COUNTY** may, at its discretion, provide for its own attorney or an independently retained attorney to handle any said proceedings and to prepare for any said proceedings. In addition, **COUNTY** shall reimburse the **CORPORATION** for the **CORPORATION'S** actual costs in preparing for or participating in said proceedings.

**CORPORATION** shall submit an itemized bill for said costs (including, but not limited to, staff

time, attorneys' fees, postage, deposition costs, hearing or court costs, photocopying and travel) within 30 days of incurring those costs. **COUNTY** shall pay the bill within 30 days of receipt.

### **ARTICLE III. TRAUMA CARE SYSTEM**

**Section 3.1. CORPORATION** may implement a trauma care system pursuant to Section 1798.162, establish policies and procedures consistent with regulations pursuant to Section 1798.163, charge a fee for trauma facility application and designation pursuant to Section 1798.164, designate a trauma facility pursuant to Section 1798.165, and develop and submit a plan to the Authority pursuant to Section 1798.166.

**Section 3.2.** After the submission of an initial trauma care system plan, **CORPORATION** shall comply with all State requirements relating to a trauma system (Section 1797.258).

**Section 3.3. CORPORATION**, in implementing a trauma care system on behalf of **COUNTY**, shall develop and submit a plan for that trauma care system to the Authority according to the requirements of the regulations adopted pursuant to Section 1798.161 prior to implementation of that system (Section 1797.257).

**Section 3.4.** In order to provide for the evaluation and improvement of the quality of care addressed in this agreement, **COUNTY** hereby establishes or reestablishes the Trauma Audit Committee. This is a regional Trauma Audit Committee and **COUNTY** delegates the composition of this committee to **CORPORATION**. It is the specific intent of the parties to this

agreement that this committee will be a peer review body to assure quality assurance within the meaning of Section 1157, et. seq., of the California Evidence Code.

#### **ARTICLE IV. CERTIFICATION AND TRAINING**

**Section 4.1. CORPORATION** shall be responsible for determining that the operation of the training programs at the Mobile Intensive Care Nursing, EMT-I, EMT-II, and EMT-P and other levels requiring local EMS agency approval are in compliance with the Act. **COUNTY** hereby designates the Medical Director of the **CORPORATION** as that physician who shall issue a certificate (except an EMT-P Certificate) and/or accreditation to an individual upon proof of satisfactory completion of an approved training program and the passage of the examination of competence. The Medical Director of **CORPORATION** shall recertify and/or reaccredit personnel through the passage of an examination for competency at an interval specified by the Authority, according to requirements established by the Authority, and a determination that the individual is not precluded from recertification and/or reaccreditation because of any of the reasons listed in Section 1798.200 (Sections 1797.208 and 1797.210).

**Section 4.2. CORPORATION** shall establish a schedule of fees for administering the certification or accreditation process. It shall be the responsibility of **CORPORATION** to collect the fees and the **CORPORATION** may keep the fees. **CORPORATION** shall not, however, collect fees for the licensing of an EMT-P (Section 1797.212).

**Section 4.3. CORPORATION** may require additional training or qualifications which

are greater than those provided in the Act as a condition precedent for certification within **COUNTY** in the advanced life support or limited advanced life support prehospital care system (Section 1797.214).

**Section 4.4. CORPORATION** may provide courses of instruction and training leading to certification and/or accreditation as an EMT-I, EMT-II, EMT-P, or authorized registered nurse. When such instruction and training are provided, a fee may be charged sufficient to defray the cost of such instruction and training. It shall be the responsibility of **CORPORATION** to collect the fees, which **CORPORATION** may keep. Such training shall be conducted pursuant to Section 1797.213 of the Act.

#### **ARTICLE V. TRIAGE AND TRANSFER**

**Section 5.1. CORPORATION** may develop triage and transfer protocols to facilitate prompt delivery of patients to appropriate designated facilities within and without its area of jurisdiction based on the considerations set forth in Section 1798.170 as well as any other considerations **CORPORATION** deems appropriate.

**Section 5.2. CORPORATION** shall establish guidelines and standards for completion and operation of formal transfer agreements between hospitals with varying levels of care in the area of jurisdiction of **COUNTY** consistent with the provisions of the Act and other State statutes. **CORPORATION** shall solicit and consider public comment in drafting guidelines and standards. These guidelines shall include provision for suggested written agreements for the type

of patient, necessary initial care treatments, requirements of intra-hospital care and associated logistics for transfer evaluation and monitoring of the patient (Section 1798.172).

**Section 5.3. CORPORATION** may authorize an advanced life support or limited advanced life support program which provides services utilizing EMT-II, EMT-P, or both, for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transfer while in the emergency department of a general acute care hospital until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital (Section 1797.218). Subject to the limitations contained in ARTICLE VI, Section 6.4, it shall be **COUNTY'S** sole responsibility to pay for all costs of any proceedings resulting from the denial of an application or from the probation, suspension, or revocation of approval of any advanced life support or limited advance life support program described herein. **COUNTY** may, at its discretion, provide for its own attorney or an independently retained attorney to handle any said proceedings and to prepare for any said proceedings. In addition, **COUNTY** shall reimburse the **CORPORATION** for the **CORPORATION'S** actual costs in preparing for or participating in said proceedings. **CORPORATION** shall submit an itemized bill for said costs (including, but not limited to, staff time, attorneys' fees, postage, deposition costs, hearing or court costs, photocopying and travel) within 30 days of incurring these costs. **COUNTY** shall pay the bill within 30 days of receipt.



**Section 5.4.** Any alleged violations of **CORPORATION'S** transfer protocols, guidelines, or agreements shall be evaluated by the **CORPORATION**. If **CORPORATION** has concluded that a violation has occurred, it shall take whatever corrective action it deems appropriate within its jurisdiction, including referrals to the District Attorney under Sections 1798.206 and 1798.208, and shall notify **COUNTY** and the State Department of Health Services if it concludes that any violation of Sections 1317 to 1317.9a, inclusive, has occurred (Section 1798.205).

#### **ARTICLE VI. COMPENSATION**

**Section 6.1.** Subject to the conditions contained in this Article, **COUNTY** shall pay to **CORPORATION TWENTY-SIX THOUSAND DOLLARS AND 95/100 (\$26,000.95)** as the fee for the basic LEMSA services to be rendered pursuant to this agreement, due and payable within thirty (30) days of receipt of the statement for services, or by July 1<sup>st</sup>, 2010, whichever comes first.

**Section 6.2.** **CORPORATION** is a Regional Local EMS Agency. As a regional agency, **CORPORATION** receives supplemental funding from the State of California. This supplemental funding and the participation of the counties allow **CORPORATION** to maintain fees at a very low rate compared to the costs a single county would incur to operate its own LEMSA.

**Section 6.3.** In addition, in the event of any legal challenge to the establishment of

exclusive operating area(s), **COUNTY** shall reimburse **CORPORATION** for **CORPORATION'S** costs in handling any such challenge. The cost shall include, but not be limited to, **CORPORATION** staff time, attorneys' fees and litigation costs, hearing fees, court costs, travel and associated expenses.

**Section 6.4.** Unless otherwise agreed in writing, **COUNTY'S** obligation to reimburse **CORPORATION** under Sections 2.09, 2.10 and 5.3 of this agreement shall not exceed a cumulative total of **TWENTY THOUSAND DOLLARS (\$20,000)** for each fiscal year this contract is in effect.

#### **ARTICLE VII. TERM AND INSURANCE**

**Section 7.1.** The term of this agreement shall be for the period beginning July 1, 2010, and ending June 30, 2011, Provided, however, that if any proceedings are pending pursuant to Sections 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the **COUNTY'S** obligation to reimburse **CORPORATION** as limited by Section 6.4.

**Section 7.2.** This agreement may be terminated by either party by giving at least sixty (60) days written notice.

**Section 7.3.** This agreement may be terminated on five (5) days notice should **CORPORATION** fail to maintain and provide in full force and effect during the period of this

agreement a comprehensive liability policy which shall include bodily injury, automobile liability, and property damage coverage with the minimum limits of **ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00)** combined single limit. Prior to the effective date of this agreement, **CORPORATION** shall provide to **COUNTY** a copy of its certificate of insurance on the above-described policy. **CORPORATION** shall provide **COUNTY** with immediate notice of any insurance premium increase, which increase **CORPORATION** could not, or chooses not, to meet. If within thirty (30) days of this notice, the parties hereto have not satisfactorily resolved the insurance coverage problem, then this agreement shall terminate.

#### **ARTICLE VIII. GENERAL**

**Section 8.1.** Each party hereto shall act independently and not as an agent or employee of the other. Each shall be responsible for the negligent or wrongful acts of its own officers, agents, and employees.

**Section 8.2.** This agreement may be amended at any time by the mutual written agreement of the parties hereto.

**Section 8.3.** Any future legislation amending or adding to Health and Safety Code Sections 1797 et seq. and 1798 et seq. is not within the contemplation of the parties and may only be made a part of this agreement or amend this agreement upon mutual written agreement of the parties hereto.

Any future legislation, mandatory in nature, which may delegate additional

responsibilities to a designated local EMS agency, will not be **CORPORATION'S** responsibility unless and until **CORPORATION** agrees, in writing, to accept said responsibility.

If, during the term of this agreement, any laws come into effect, by legislation, regulation or case law, which would add to the duties of **CORPORATION**, the parties to this agreement shall negotiate an appropriate adjustment in fees. This negotiation shall be completed within sixty (60) days of the effective date of the new law(s). During this negotiation period **CORPORATION** will make reasonable efforts to comply with the new law(s).

If during the term of this agreement, the State of California modifies funding to regional and multi-county agencies resulting in a reduction or elimination of funds received by **CORPORATION**, the parties shall renegotiate the terms of this **AGREEMENT**. This negotiation shall be completed within sixty (60) days of the date that the State of California notifies **CORPORATION** of a reduction or elimination of said funding. If the parties fail to reach agreement within such sixty (60) days, either party may give notice of termination of this agreement.

**Section 8.4.** Nothing contained herein shall prevent **CORPORATION** from applying for grants and contracts for Federal, State, or private funds concerning emergency medical services or related activities in the region served by **CORPORATION** (Section 1797.256).

**Section 8.5.** Any notice hereunder shall be provided by first class mail, return receipt requested, addressed as follows:

If to **COUNTY:**

Chairman, Board of Supervisors  
**County of Lassen**  
221 S. Roop St.  
Susanville CA 96130

If to **CORPORATION:**


Chief Executive Officer  
**Northern California EMS, Inc.**  
43 Hilltop Drive  
Redding, CA 96003

[Signatures next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the

13th day of July, 2010.


**COUNTY OF LASSEN**

By:   
Print name; Robert Pyle  
Chairman, Board of Supervisors

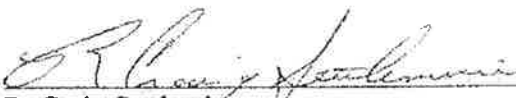
**ATTEST:**

**CLERK**

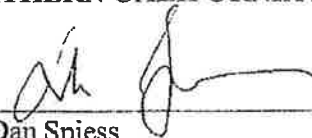
Board of Supervisors

By:   
Print Name: Susan Osgood, Deputy

**APPROVED AS TO FORM:**

  
R. Craig Settlemyre,  
Lassen County Counsel

**NORTHERN CALIFORNIA EMS, INC.**

By:   
Dan Spiess  
Chief Executive Officer

RECEIVED JUN 24 2013

## MODIFICATION OF AGREEMENT

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and LASSEN COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled ~~"AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE~~ "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 13, 2010 and modified July 24, 2012 (a copy of which is attached hereto) in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement and modification dated July 24, 2012 above referenced remain the same.

NOW, THERFORE, it is agreed by the between the parties hereto to as follows:

### ARTICLE VII TERM AND INSURANCE

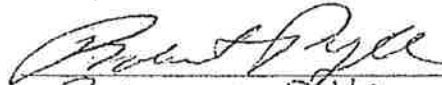
Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1. The term of this agreement shall be for the period beginning July 1, 2013 and ending June 30, 2014, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this 18th day of June, 2013.

COUNTY OF LASSEN

Signature:   
Print Name: Robert Pyle

Vice-Chairman, Board of Supervisors


COUNTY OF LASSEN

State of California


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ATTEST:

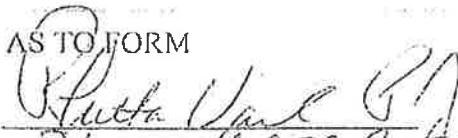
Clerk of the Board

Signature:   
Print Name: Susan Osgood, Deputy

NORTHERN CALIFORNIA EMS, INC.

By:   
Dan Spiess  
Chief Executive Officer

APPROVED AS TO FORM

Signature:   
Print Name: RHETT VANDER PLOEG  
County Counsel



MODIFICATION OF AGREEMENT  
FOR EMS SERVICES

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and LASSEN COUNTY, hereinafter referred to as COUNTY.

This Agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS INC., AS THE LOCAL EMS AGENCY" FOR SIERRA COUNTY AND AUTHORIZING POWERS PURSUANT THERETO, dated July 13, 2010 in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement above referenced remain the same.

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

**INTRODUCTION**

Paragraph 4 is deleted and replaced with the following:

WHEREAS, COUNTY desires to contract with CORPORATION for CORPORATION to administer local emergency medical services as specified in this MODIFICATION and as specified in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS INC., AS THE LOCAL EMS AGENCY" dated July 13, 2010.

**ARTICLE I. GENERAL**

Section 1.3 is deleted in its entirety and replaced with the following new Section 1.3:

Section 1.3 COUNTY designates CORPORATION as its local EMS agency and delegates all California Health and Safety Code Division 2.5 functions pertaining to Local EMS Agency functions to CORPORATION and CORPORATION shall act as the Local EMS Agency as to each function.

Section 1.9 is deleted in its entirety and replaced with the following new Section 1.9:

Section 1.9 Prior to establishing ambulance exclusive operating areas through the grandfathering procedure or through a competitive process, COUNTY AND CORPORATION will confer on the logistics, advantages and costs of the process and CORPORATION will not proceed without authorization from COUNTY and mutual agreement from both COUNTY AND CORPORATION to do so.

Section 1.10 is deleted in its entirety.

Section 1.11 is re-numbered as Section 1.10.

**ARTICLE II. MEDICAL CONTROL AND ARTICLE IV. CERTIFICATION  
AND TRAINING AND ARTICLE V. TRIAGE AND TRANSFER**

All references to EMT II are replaced by AEMT (Advanced Emergency Medical Technician) in Sections 2.9, 4.1, 4.4 and 5.3.

**ARTICLE VII. TERM AND INSURANCE**

Section 7.1 is deleted in its entirety and replaced with the following new Section 7.1:

Section 7.1 The term of this agreement shall be for the period beginning July 1, 2012 and ending June 30, 2013, provided however, that if any proceedings are pending pursuant to section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this 31<sup>th</sup> day of July, 2012.

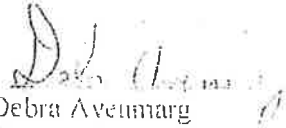
COUNTY OF LASSEN

Brian Wahl  
Chairman, Board of Supervisors

NORTHERN CALIFORNIA EMS, INC.

Dan Spiess  
Dan Spiess  
Chief Executive Officer

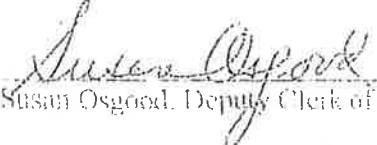
APPROVED AS TO FORM

  
Debra Avenmarg  
Deputy County Counsel

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ATTEST:

Clerk of the Board

Signature:   
Print Name: Susan Osgood, Deputy Clerk of the Board

## MODIFICATION OF AGREEMENT

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and LASSEN COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "~~AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE~~ "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 13, 2010 (a copy of which is attached hereto) in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement above referenced remain the same.

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

## **ARTICLE VII. TERM AND INSURANCE**

Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1. The term of this agreement shall be for the period beginning July 1, 2012 and ending June 30, 2013, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their  
signature this 15th day of May, 2012.

COUNTY OF LASSEN

Signature: Brian Dable  
Print Name: Brian Dable, Chairman  
Chairman, Board of Supervisors  
COUNTY OF LASSEN  
State of California

ATTEST:

Clerk of the Board

Signature: Susan Osgood  
Print Name: Susan Osgood, Deputy

NORTHERN CALIFORNIA EMS, INC

By: Dan Spiess  
Dan Spiess  
Chief Executive Officer

APPROVED AS TO FORM

Signature: Rheta Vander Bloeg  
Print Name: RHETA VANDER BLOEG  
County Counsel

## MODIFICATION OF AGREEMENT

THIS MODIFICATION OF AGREEMENT FOR EMS SERVICES is entered into between NORTHERN CALIFORNIA EMS, INC., hereinafter referred to as CORPORATION, and LASSEN COUNTY, hereinafter referred to as COUNTY.

This agreement modifies the agreement between CORPORATION and COUNTY titled "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO," dated July 13, 2010 (a copy of which is attached hereto) in which CORPORATION AND COUNTY established the terms and conditions for CORPORATION to act as the Local EMS Agency for COUNTY.

The parties agree that except for the modifications contained in this MODIFICATION OF AGREEMENT, the terms of the original agreement above referenced remain the same.

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

### ARTICLE VI TERM AND INSURANCE

Section 7.1 is revoked in its entirety and replaced with the following new Section 7.1:

Section 7.1 The term of this agreement shall be for the period beginning July 1, 2011 and ending June 30, 2012, provided however, that if any proceedings are pending pursuant to Section 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the COUNTY'S obligation to reimburse CORPORATION as limited by Section 6.4.

### ARTICLE XI COMPENSATION

Section 6.1 is revoked in its entirety and replaced with the following new Section 6.1:

Section 6.1 Subject to the conditions contained in this Article, COUNTY shall pay to CORPORATION TWENTY-SIX THOUSAND DOLLARS AND 95.100 (\$26,000.95) as the fee for the basic LEMSA services to be rendered pursuant to this agreement, due and payable within thirty (30) days of receipt of the statement for services.

The parties hereto agree that in all other respects the terms and conditions contained in the original "AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND AUTHORIZING POWERS PURSUANT THERETO" shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signature this 21st day of June, 2011.

COUNTY OF LASSEN

Signature: Brian Dahle

Print Name: Brian Dahle

Vice-Chairman, Board of Supervisors

COUNTY OF LASSEN

State of California

---

ATTEST:

Clerk of the Board

Signature: Susan Osgood

Print Name: Susan Osgood, Deputy Clerk of the Board

NORTHERN CALIFORNIA EMS, INC.

By: Dan Spiess

Dan Spiess

Chief Executive Officer

APPROVED AS TO FORM

Signature: Richard Chabrier

Print Name: RICHARD CHABRIER

County Counsel

**AGREEMENT DESIGNATING NORTHERN CALIFORNIA EMS, INC., AS  
THE "LOCAL EMS AGENCY" FOR LASSEN COUNTY AND  
AUTHORIZING POWERS PURSUANT THERETO**

**THIS AGREEMENT** is entered into by and between **LASSEN COUNTY**, hereinafter referred to as **COUNTY**, and **NORTHERN CALIFORNIA EMS, INC.** (a California non-profit, public benefit corporation) hereinafter referred to as **CORPORATION**.

**INTRODUCTION**

**WHEREAS**, the Emergency Medical Services Act (California Health and Safety Code Section 1797 et seq., hereinafter referred to as "the Act") authorizes a county to designate a local emergency medical services (EMS) agency, and

**WHEREAS**, the Act mandates that particular functions under the Act must be performed by, and/or under the direction of, the local EMS agency, pursuant to Health and Safety Code Section 1797 et seq., and

**WHEREAS**, **CORPORATION** is qualified to be a "local EMS agency" pursuant to Health and Safety Code Section 1797.94, and

**WHEREAS**, **COUNTY** desires to contract with **CORPORATION** for **CORPORATION** to administer certain local emergency medical services as specified as follows in this agreement, and

**NOW, THEREFORE, IT IS AGREED** by and between the parties hereto as follows:



## ARTICLE 1. GENERAL

**Section 1.1.** This agreement takes the place of the previous agreement dated June 24, 2009, and titled "Agreement Designating Northern California EMS, Inc. as the 'Local EMS Agency' for Lassen County and Authorizing Powers Thereto", and any written modifications thereto.

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**Section 1.2.** The terminology used in this agreement is defined according to the Health and Safety Code, Sections 1797.50 through 1797.97. All sections cited in this agreement refer to the Health and Safety Code unless otherwise noted. If any language or provisions of this agreement conflict with the language or provisions of the Act, the Act shall prevail. Whenever the term "Authority" is used in this agreement, it shall mean the Emergency Medical Services Authority as defined in Health and Safety Code Section 1797.54.

**Section 1.3.** COUNTY designates CORPORATION as its local EMS agency and delegates only those specifically enumerated functions as set forth in this agreement to CORPORATION.

**Section 1.4.** CORPORATION shall plan, implement and evaluate an emergency medical services system in accordance with the provisions of the Act, consisting of an organized pattern of readiness and response services based upon public and private agreements and operational procedures (Section 1797.204).

**Section 1.5.** CORPORATION shall be responsible for the implementation of advanced

life support systems and limited advanced life support systems and for the monitoring of training programs (Section 1797.206).

**Section 1.6. CORPORATION** shall, when required by the Authority, submit an emergency medical services plan for **COUNTY** to the Authority (Sections 1797.250 and 1797.254) and to the **COUNTY**. **CORPORATION** shall submit to **COUNTY** the plan it submits to the Authority and any amendment thereto. **CORPORATION** shall, consistent with such plan, coordinate and otherwise facilitate arrangements necessary to develop the emergency medical services system (Section 1797.252).

**Section 1.7. CORPORATION** may review applications for grants and contracts for Federal, State, or private funds concerning emergency medical services or related activities in the **COUNTY** (Section 1799.256).

**Section 1.8. CORPORATION** shall implement local Air Ambulance Standards in compliance with statewide regulations.

**Section 1.9.** Functions not delegated to **CORPORATION** and which are retained by **COUNTY** are:

A. Acceptance of Basic Life Support, Advanced Life Support, or Mobile Intensive Care Providers into any dispatch rotation. Where applicable, **CORPORATION** will approve these units as approved providers, but the actual placing in rotation or acceptance of the providers into dispatch is not contracted for in this agreement and is not the responsibility of

## **CORPORATION.**

B. This agreement is not intended to cover any services by **CORPORATION** in connection with Health and Safety Code Section 1797.201 and/or the assertion by any city or fire protection districts of any rights they may have under Sections 1797.200 and 1797.201.

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C. Except for the reporting requirements of disaster planning and response as a part of **COUNTY'S** EMS plan to the Authority, **CORPORATION** is not responsible under the terms of this agreement for any disaster planning, training or response.

Section 1.10. Since pursuant to Section 1797.85 **COUNTY** recommended to **CORPORATION** that exclusive operating areas be established, **COUNTY** delegates to **CORPORATION** all services required to be performed by a local EMS agency in connection with the establishment of such exclusive operating areas.

Section 1.11. **COUNTY** agrees to continue to designate an individual within the County who will become knowledgeable on the conditions of this agreement, and who **CORPORATION** may communicate with during the term of the agreement, regarding the various activities and actions of **CORPORATION** in furtherance of its Local EMS Agency contractual obligations with **COUNTY**. This individual and the person's contact information shall be given to **CORPORATION'S** Chief Executive Officer by July 15, 2010.

## **ARTICLE II. MEDICAL CONTROL**

Section 2.1. The medical direction and management of the emergency medical services

system shall be under the medical control of the Medical Director of **CORPORATION**. This medical control shall be maintained in accordance with standards for medical control established by the Authority (Section 1798). Medical control shall be exercised within an EMS system which complies with the minimum standards adopted by the Authority, and which is established and implemented by **CORPORATION**.

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**Section 2.2. CORPORATION** shall have a full or part-time licensed physician and surgeon as Medical Director to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the EMS system. The Medical Director may appoint a physician and surgeon to assume his or her duties during any time that he or she is unable to carry out those duties as the Medical Director deems necessary. The Medical Director may also assign administrative functions of his or her duties which do not require his or her professional judgment as Medical Director to administrative staff of the local EMS agency under his or her supervision (Section 1797.202).

**Section 2.3. CORPORATION'S** Medical Director may authorize registered nurses functioning pursuant to Business & Professions Code Section 2725 to act as "authorized registered nurses" or "Mobile Intensive Care Nurses (MICNs)". As such, MICNs provide prehospital advanced life support and may issue instructions to prehospital emergency medical care personnel within an EMS system according to standardized procedures consistent with statewide guidelines established by the Authority.

**Section 2.4. CORPORATION**, using State minimum standards, shall establish policies and procedures approved by the Medical Director of the **CORPORATION** 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 (Section 1797.220).

**Section 2.5.** The Medical Director of **CORPORATION** may approve or conduct any scientific or trial study of the efficacy of the prehospital emergency use of any drug, device, or treatment procedure within Lassen County, utilizing any level of prehospital emergency medical care personnel. The study shall be in compliance with Section 1797.221 and with any requirements established by the Authority (Section 1797.221).

**Section 2.6.** In administering the EMS system, **CORPORATION**, with the approval of its Medical Director, may designate and contract with hospitals or other entities approved by the Medical Director of the local EMS agency pursuant to Sections 1798.2 and 1798.105 to provide medical direction of prehospital emergency medical care personnel, within its area of jurisdiction, as either base hospitals or alternative base stations, respectively. Hospitals or other entities so designated and contracted with as base hospitals or alternative base stations shall provide medical direction of prehospital emergency care provided for the area defined by the local EMS agency and approved by the Medical Director of the local EMS agency pursuant to

Sections 1797.220 and 1798 (Section 1798.100).

**Section 2.7. CORPORATION**, in order to assure medical direction to prehospital emergency medical care personnel in rural areas (as determined by the Authority), may utilize hospitals which do not have a basic emergency medical service permit, but which have been approved by the Medical Director of the **CORPORATION** for utilization as a base hospital, if the requirements of Section 1798.101 are met.

**Section 2.8.** Advanced life support and limited advanced life support personnel may receive medical direction from an alternative base station (Section 1798.105) in lieu of a base hospital when the conditions are met in Section 1798.3 under the guidance and control of **CORPORATION**.

**Section 2.9. CORPORATION'S** Medical Director may, in accordance with regulations adopted by the Authority, deny, suspend, or revoke any EMT-I or EMT-II certificate issued under Division 2.5 of the Health and Safety Code, or may place any EMT-I or EMT-II certificate holder on probation, upon the finding by the Medical Director of the occurrence of any of the actions listed in Section 1798.200(c). **CORPORATION'S** Medical Director may deny, suspend, revoke or place on probation any First Responder or Mobile Intensive Care Nurse upon a finding by the Medical Director of the occurrence of any actions listed in Section 1798.200(c). In addition, the Medical Director of the **CORPORATION** has all Medical Director powers defined in California Health and Safety Code Sections 1798.201 and 1798.202(a). Subject to the limitations contained

in ARTICLE VI, Section 6.4 of this agreement **COUNTY** shall pay (over and above the basic annual fee charged under the agreement) all actual costs incurred by **CORPORATION** for any hearings and/or litigation arising from the denial, suspension, probation or revocation of a certificate or certificate holder. **COUNTY** may, at its discretion, provide for its own attorney or an independently retained attorney to handle any said proceedings. **CORPORATION** shall submit an itemized bill for said costs (including, but not limited to, staff time, attorneys' fees, postage, deposition costs, hearing or court costs, photocopying and travel) within 30 days of incurring those costs. **COUNTY** shall pay the bill within 30 days of receipt.

**Section 2.10.** **COUNTY** hereby designates the Medical Director of **CORPORATION** to be the designated physician who may place on probation, suspend, or revoke the approval under the Act of any training program for failure to comply with the provisions of the Act or any rules or regulations adopted pursuant thereto (Section 1798.209). Subject to the limitations contained in ARTICLE VI, Section 6.4 of this agreement it shall be **COUNTY'S** sole responsibility to pay for all costs of any proceedings for probation, suspension, or revocation of approval of any training program. **COUNTY** may, at its discretion, provide for its own attorney or an independently retained attorney to handle any said proceedings and to prepare for any said proceedings. In addition, **COUNTY** shall reimburse the **CORPORATION** for the **CORPORATION'S** actual costs in preparing for or participating in said proceedings.

**CORPORATION** shall submit an itemized bill for said costs (including, but not limited to, staff

time, attorneys' fees, postage, deposition costs, hearing or court costs, photocopying and travel) within 30 days of incurring those costs. **COUNTY** shall pay the bill within 30 days of receipt.

### **ARTICLE III. TRAUMA CARE SYSTEM**

**Section 3.1. CORPORATION** may implement a trauma care system pursuant to ~~Section 1798.162; establish policies and procedures consistent with regulations pursuant to~~ Section 1798.163, charge a fee for trauma facility application and designation pursuant to Section 1798.164, designate a trauma facility pursuant to Section 1798.165, and develop and submit a plan to the Authority pursuant to Section 1798.166.

**Section 3.2.** After the submission of an initial trauma care system plan, **CORPORATION** shall comply with all State requirements relating to a trauma system (Section 1797.258).

**Section 3.3. CORPORATION**, in implementing a trauma care system on behalf of **COUNTY**, shall develop and submit a plan for that trauma care system to the Authority according to the requirements of the regulations adopted pursuant to Section 1798.161 prior to implementation of that system (Section 1797.257).

**Section 3.4.** In order to provide for the evaluation and improvement of the quality of care addressed in this agreement, **COUNTY** hereby establishes or reestablishes the Trauma Audit Committee. This is a regional Trauma Audit Committee and **COUNTY** delegates the composition of this committee to **CORPORATION**. It is the specific intent of the parties to this



agreement that this committee will be a peer review body to assure quality assurance within the meaning of Section 1157, et. seq., of the California Evidence Code.

#### **ARTICLE IV. CERTIFICATION AND TRAINING**

**Section 4.1. CORPORATION** shall be responsible for determining that the operation of the training programs at the Mobile Intensive Care Nursing, EMT-I, EMT-II, and EMT-P and other levels requiring local EMS agency approval are in compliance with the Act. **COUNTY** hereby designates the Medical Director of the **CORPORATION** as that physician who shall issue a certificate (except an EMT-P Certificate) and/or accreditation to an individual upon proof of satisfactory completion of an approved training program and the passage of the examination of competence. The Medical Director of **CORPORATION** shall recertify and/or reaccredit personnel through the passage of an examination for competency at an interval specified by the Authority, according to requirements established by the Authority, and a determination that the individual is not precluded from recertification and/or reaccreditation because of any of the reasons listed in Section 1798.200 (Sections 1797.208 and 1797.210).

**Section 4.2. CORPORATION** shall establish a schedule of fees for administering the certification or accreditation process. It shall be the responsibility of **CORPORATION** to collect the fees and the **CORPORATION** may keep the fees. **CORPORATION** shall not, however, collect fees for the licensing of an EMT-P (Section 1797.212).

**Section 4.3. CORPORATION** may require additional training or qualifications which

are greater than those provided in the Act as a condition precedent for certification within **COUNTY** in the advanced life support or limited advanced life support prehospital care system (Section 1797.214).

**Section 4.4. CORPORATION** may provide courses of instruction and training leading to certification and/or accreditation as an EMT-I, EMT-II, EMT-P, or authorized registered nurse. When such instruction and training are provided, a fee may be charged sufficient to defray the cost of such instruction and training. It shall be the responsibility of **CORPORATION** to collect the fees, which **CORPORATION** may keep. Such training shall be conducted pursuant to Section 1797.213 of the Act.

#### **ARTICLE V. TRIAGE AND TRANSFER**

**Section 5.1. CORPORATION** may develop triage and transfer protocols to facilitate prompt delivery of patients to appropriate designated facilities within and without its area of jurisdiction based on the considerations set forth in Section 1798.170 as well as any other considerations **CORPORATION** deems appropriate.

**Section 5.2. CORPORATION** shall establish guidelines and standards for completion and operation of formal transfer agreements between hospitals with varying levels of care in the area of jurisdiction of **COUNTY** consistent with the provisions of the Act and other State statutes. **CORPORATION** shall solicit and consider public comment in drafting guidelines and standards. These guidelines shall include provision for suggested written agreements for the type

of patient, necessary initial care treatments, requirements of intra-hospital care and associated logistics for transfer evaluation and monitoring of the patient (Section 1798.172).

**Section 5.3. CORPORATION** may authorize an advanced life support or limited advanced life support program which provides services utilizing EMT-II, EMT-P, or both, for the ~~delivery of emergency medical care to the sick and injured at the scene of an emergency, during~~ transport to a general acute care hospital, during interfacility transfer while in the emergency department of a general acute care hospital until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital (Section 1797.218). Subject to the limitations contained in ARTICLE VI, Section 6.4, it shall be **COUNTY'S** sole responsibility to pay for all costs of any proceedings resulting from the denial of an application or from the probation, suspension, or revocation of approval of any advanced life support or limited advance life support program described herein. **COUNTY** may, at its discretion, provide for its own attorney or an independently retained attorney to handle any said proceedings and to prepare for any said proceedings. In addition, **COUNTY** shall reimburse the **CORPORATION** for the **CORPORATION'S** actual costs in preparing for or participating in said proceedings. **CORPORATION** shall submit an itemized bill for said costs (including, but not limited to, staff time, attorneys' fees, postage, deposition costs, hearing or court costs, photocopying and travel) within 30 days of incurring these costs. **COUNTY** shall pay the bill within 30 days of receipt.

**Section 5.4.** Any alleged violations of **CORPORATION'S** transfer protocols, guidelines, or agreements shall be evaluated by the **CORPORATION**. If **CORPORATION** has concluded that a violation has occurred, it shall take whatever corrective action it deems appropriate within its jurisdiction, including referrals to the District Attorney under Sections 1798.206 and 1798.208, and shall notify **COUNTY** and the State Department of Health Services if it concludes that any violation of Sections 1317 to 1317.9a, inclusive, has occurred (Section 1798.205).

#### **ARTICLE VI. COMPENSATION**

**Section 6.1.** Subject to the conditions contained in this Article, **COUNTY** shall pay to **CORPORATION TWENTY-SIX THOUSAND DOLLARS AND 95/100 (\$26,000.95)** as the fee for the basic LEMSA services to be rendered pursuant to this agreement, due and payable within thirty (30) days of receipt of the statement for services, or by July 1<sup>st</sup>, 2010, whichever comes first.

**Section 6.2.** **CORPORATION** is a Regional Local EMS Agency. As a regional agency, **CORPORATION** receives supplemental funding from the State of California. This supplemental funding and the participation of the counties allow **CORPORATION** to maintain fees at a very low rate compared to the costs a single county would incur to operate its own LEMSA.

**Section 6.3.** In addition, in the event of any legal challenge to the establishment of

exclusive operating area(s), **COUNTY** shall reimburse **CORPORATION** for **CORPORATION'S** costs in handling any such challenge. The cost shall include, but not be limited to, **CORPORATION** staff time, attorneys' fees and litigation costs, hearing fees, court costs, travel and associated expenses.

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**Section 6.4.** Unless otherwise agreed in writing, **COUNTY'S** obligation to reimburse **CORPORATION** under Sections 2.09, 2.10 and 5.3 of this agreement shall not exceed a cumulative total of **TWENTY THOUSAND DOLLARS (\$20,000)** for each fiscal year this contract is in effect.

#### **ARTICLE VII. TERM AND INSURANCE**

**Section 7.1.** The term of this agreement shall be for the period beginning July 1, 2010, and ending June 30, 2011, Provided, however, that if any proceedings are pending pursuant to Sections 2.9, 2.10 or 5.3 of this agreement at the end of the term, those provisions shall continue in effect notwithstanding the expiration of the term until such pending proceedings are brought to a conclusion, subject to the **COUNTY'S** obligation to reimburse **CORPORATION** as limited by Section 6.4.

**Section 7.2.** This agreement may be terminated by either party by giving at least sixty (60) days written notice.

**Section 7.3.** This agreement may be terminated on five (5) days notice should **CORPORATION** fail to maintain and provide in full force and effect during the period of this

agreement a comprehensive liability policy which shall include bodily injury, automobile liability, and property damage coverage with the minimum limits of **ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00)** combined single limit. Prior to the effective date of this agreement, **CORPORATION** shall provide to **COUNTY** a copy of its certificate of insurance on the above-described policy. ~~CORPORATION shall provide COUNTY with~~ immediate notice of any insurance premium increase, which increase **CORPORATION** could not, or chooses not, to meet. If within thirty (30) days of this notice, the parties hereto have not satisfactorily resolved the insurance coverage problem, then this agreement shall terminate.

#### **ARTICLE VIII. GENERAL**

**Section 8.1.** Each party hereto shall act independently and not as an agent or employee of the other. Each shall be responsible for the negligent or wrongful acts of its own officers, agents, and employees.

**Section 8.2.** This agreement may be amended at any time by the mutual written agreement of the parties hereto.

**Section 8.3.** Any future legislation amending or adding to Health and Safety Code Sections 1797 et seq. and 1798 et seq. is not within the contemplation of the parties and may only be made a part of this agreement or amend this agreement upon mutual written agreement of the parties hereto.

Any future legislation, mandatory in nature, which may delegate additional

responsibilities to a designated local EMS agency, will not be **CORPORATION'S** responsibility unless and until **CORPORATION** agrees, in writing, to accept said responsibility.

If, during the term of this agreement, any laws come into effect, by legislation, regulation or case law, which would add to the duties of **CORPORATION**, the parties to this agreement shall negotiate an appropriate adjustment in fees. This negotiation shall be completed within sixty (60) days of the effective date of the new law(s). During this negotiation period **CORPORATION** will make reasonable efforts to comply with the new law(s).

If during the term of this agreement, the State of California modifies funding to regional and multi-county agencies resulting in a reduction or elimination of funds received by **CORPORATION**, the parties shall renegotiate the terms of this **AGREEMENT**. This negotiation shall be completed within sixty (60) days of the date that the State of California notifies **CORPORATION** of a reduction or elimination of said funding. If the parties fail to reach agreement within such sixty (60) days, either party may give notice of termination of this agreement.

**Section 8.4.** Nothing contained herein shall prevent **CORPORATION** from applying for grants and contracts for Federal, State, or private funds concerning emergency medical services or related activities in the region served by **CORPORATION** (Section 1797.256).

**Section 8.5.** Any notice hereunder shall be provided by first class mail, return receipt requested, addressed as follows:

If to **COUNTY**:

Chairman, Board of Supervisors  
**County of Lassen**  
221 S. Roop St.  
Susanville CA 96130

If to **CORPORATION**:

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Chief Executive Officer  
**Northern California EMS, Inc.**  
43 Hilltop Drive  
Redding, CA 96003

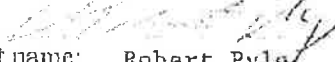
[Signatures next page.]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the

13th day of July, 2010.

**COUNTY OF LASSEN**

By:   
Print name: Robert Pyle  
Chairman, Board of Supervisors

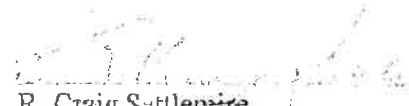
**ATTEST:**

**CLERK**

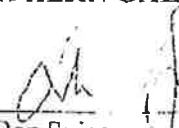
Board of Supervisors

By:   
Print Name: Susan Osgood, Deputy

**APPROVED AS TO FORM:**

  
R. Craig Settlemyre,  
Lassen County Counsel

**NORTHERN CALIFORNIA EMS, INC.**

By:   
Dan Spiess  
Chief Executive Officer