

SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of April, 2010 by and between the Solano Emergency Medical Services Cooperative, a Joint Powers Authority (hereinafter "SEMSC") and Medic Ambulance Service, a California Corporation (hereinafter "Medic").

RECITALS

WHEREAS, Solano County is authorized by law to develop an emergency medical services system and has designated the Department of Health and Social Services, Division of Public Health as its Emergency Medical Services Agency (hereinafter "EMS") pursuant to the Emergency Medical Services and Prehospital Care Personnel Act (Health and Safety Code Section 1797 *et seq.*); and

WHEREAS, SEMSC has been designated by the Solano County Board of Supervisors as the local emergency medical services agency for Solano County and is authorized by California law to oversee and regulate the Solano County emergency medical system; and

WHEREAS, SEMSC has engaged in a competitive process to select an exclusive provider of all ALS interfacility transports in the County of Solano and all 911 emergency ambulance service and all advanced life support services in an Exclusive Operating Area (EOA). The EOA includes (1) all the territory of Solano County except the territories of the City of Vacaville and Travis Air Force Base, and the territory of Solano County known as "Zone C," (2) the territory of Sacramento County that incorporates the territories of the Delta Fire Protection District and the City of Isleton, and (3) the territory of Napa County designated as the Gordon Valley; and

WHEREAS, Medic has been selected by SEMSC to be the exclusive provider of such services; and

WHEREAS, Medic desires to provide such services according to the terms and conditions of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1.0 Term

- 1.1 The term of this Agreement shall be five years commencing at 12:01 a.m. on May 1, 2010 and terminating at 12:01 a.m. on May 1, 2015 unless extended as provided below or by mutual agreement of the Parties.
- 1.2 This Agreement shall be automatically extended for five years through 12:01 a.m. on May 1, 2020 upon a finding by SEMSC during Year 4 of this Agreement that Medic has been in substantial and consistent compliance with the provisions of this Agreement.

2.0 Termination

- 2.1 This Agreement may be terminated by SEMSC for cause upon determination by the SEMSC Board that Medic has been in major breach of one or more provisions of this Agreement. Such termination for cause must be preceded by a written notice of breach and a reasonable opportunity for Medic to correct said breach. Termination for cause shall not be made for any breach that is reasonably beyond Medic's control.
- 2.2 Should SEMSC select a successor ambulance provider upon termination of this Agreement or following a competitive selection process, Medic agrees to fully cooperate with the transition

process established by SEMSC.

2.3 Medic may terminate this Agreement for major breach as defined as follows:

2.3.1 SEMSC fails to take reasonable steps to protect Medic's contractual right to provide all ALS interfacility transports originating in the County of Solano and all emergency ambulance and advanced life support transport services in the exclusive operating area as provided by this Agreement. This section does not apply or impact City of Vacaville's 201 rights, Travis Air Force Base or the territory of Solano County known as "Zone C."

2.3.2 Any breach by SEMSC which substantially interferes with Medic's ability to comply with the terms of this Agreement.

Such termination by Medic for cause shall be preceded by a written notice of breach and a reasonable opportunity for the SEMSC to correct said breach.

3.0 Definitions

3.1 "Advanced life support" (ALS) means special services designed to provide definitive prehospital emergency medical care, including but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other staff at the hospital. For the purposes of this Agreement, advanced life support excludes Critical Care Transport provided at the nurse level (CCT-RN).

3.2 "At scene" or "time at scene" shall mean the time when an ambulance physically arrives at the scene of a medical incident or request to which it has been dispatched and its wheels have stopped rolling. When an ambulance has been directed to respond to an area other than the scene of a medical incident, such as a staging area, the ambulance shall be considered to be at scene at the time of its arrival at the designated area.

3.3 "Basic Life Support" (BLS) means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.

3.4 "Consumer Price Index" shall mean the U.S. Department of Labor Bureau of Labor Statistics Consumer Price index for all Urban Consumers in the San Francisco-Oakland-San Jose Metropolitan Area.

3.5 "Critical Care Transport (CCT) means interfacility transportation of a critically injured or ill person by ground ambulance vehicle, including the provision of medically necessary supplies and services, at a level of service beyond the scope of the ALS services provided by the Agreement as reasonably determined by the treating physician. CCT is necessary when a patient's condition requires ongoing care that must be furnished by one or more health professionals in an appropriate specialty area, for example, emergency or critical care nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training as required by the State and is beyond the ALS services which are covered by this Agreement.

3.6 "Exclusive Operating Area" or "EOA" shall mean shall mean (I) the territory of Solano County excluding the territories of the City of Vacaville and Travis Air Force Base and that portion of unincorporated Solano County know as "Zone C" established for advanced life support ambulance

service, (2) the territory of Sacramento County that incorporates the Delta Fire Protection District and the City of Isleton, and the territory of Napa County designated as Gordon Valley.

- 3.7 “Call created” or “time request received” shall mean the time the initial information necessary to dispatch and ambulance unit has been received at the Medic dispatch center.
- 3.8 “Public Safety Agencies” shall mean and include for the purposes of this agreement law enforcement, emergency management, homeland security, fire services, and 911 communications and dispatch centers.
- 3.9 “Response Time” shall be the elapsed time measured in minutes and seconds from “call created” time to arrival “at scene” and shall not apply when an ambulance is cancelled before arriving on the scene.

4.0 Services

- 4.1 Medic shall provide all advanced life support ambulance services in response to all requests for service within the Exclusive Operating Area, subject to all the terms and conditions contained or incorporated herein, and subject to Medic’s proposal dated May 1, 2009, which is on file with the Solano County Health and Social Services Department located at 275 Beck Avenue, Fairfield, CA and incorporated herein by reference, except that in the case of any conflicting provisions, the provisions contained in this Agreement and Exhibits shall prevail. Such services shall be provided in accordance with the requirements of Health and Safety Code Sections 1797 et seq., the Solano County Code, and all regulations promulgated thereunder, and in accordance with any amendments or revisions thereof. In performing services hereunder, Medic shall work cooperatively with SEMSC and the SEMSC Administrator (also referred to herein as “Contract Manager”). The parties recognize that in developing its bid, Medic provided an all inclusive proposal and that this contract is specific to ALS services and is not an agreement inclusive of CCT and BLS services. Therefore, the parties have drafted a list of items that are excluded from this agreement that were contained in Medic’s proposal. A copy of said list of exclusions and clarifying items is attached hereto as Exhibit A and is incorporated by reference.
- 4.2 Medic shall provide all interfacility advanced life support ambulance services originating within the County of Solano when requested by any licensed healthcare facility within the County of Solano to transfer any patient from said healthcare facility to any other location, including hospital to hospital, hospital to home, hospital to other location, other location to hospital, etc. when said ambulance services require staffing at the ALS level as reasonably determined by the treating physician. Such interfacility transfers are not limited to the EOA.
- 4.3 Medic shall provide ambulance services when requested through 911 or by any public safety agency requesting ALS response to assess and transport a patient being held pursuant to Health & Safety Code Section 5150 when said patient requires transport to a hospital emergency department for evaluation and/or treatment of an emergency medical condition.
- 4.4 SEMSC shall require all requests for ambulance services received by 9-1-1 Public Safety Answering Points or public safety dispatch centers covering the Exclusive Operating Area to be directed to Medic. All required 9-1-1- emergency ambulances responding under this Agreement shall be staffed with at least one paramedic. However, nothing in this Agreement shall preclude a public safety agency from obtaining services of another ambulance provider on a mutual aid or mutual assistance basis during a disaster, large-scale incident, or other emergency incident when such services may be reasonably required to save lives or to minimize injury. Furthermore, nothing in this Agreement shall preclude the infrequent emergency ambulance response and patient transport by an emergency ambulance provider serving an area adjacent to the EOA when arriving on the scene first as a result of either uncertain incident location or as a result of traffic-related access.
- 4.5 Medic shall, at its sole cost, obtain all necessary permits and licenses required to render services

pursuant to this Agreement.

5.0 Franchise Fee

- 5.1 Medic shall pay SEMSC an annual franchise fee of \$500,000 during each of the first five years of this Agreement. This fee shall be used by the SEMSC to compensate Solano County for the level of effort expended for monitoring, enforcement and management of the contract, including management and enforcement of exclusivity. The fee shall be paid on a quarterly basis. The Agency Director shall annually prepare a budget for the SEMSC Board accounting for costs associated with this level of effort. In the event this Agreement is automatically extended for an additional five years, the SEMSC may make a one-time cost of living adjustment to the annual franchise fee based on the Consumer Price Index. Any adjustment to the Franchise Fee at the time of any extension shall then remain fixed for the entire extension and be paid pursuant to the terms of this Paragraph.
- 5.2 Medic shall pay SEMSC, in addition to the above franchise fee, a one-time fee of \$100,000 to offset SEMSC's cost to develop and execute the competitive selection process, said fee to be payable within 60 days of the effective date of this agreement.

6.0 Response Time Performance

- 6.1 The following response time standards are established for ALS ambulance responses originating within the EOA from 911 or public safety agency. Fines and penalties related to response time shall only apply to the emergency and ALS services provided under the terms of this Agreement and within the EOA.
 - 6.1.1 Priority 1 – Code 3 (red lights and siren)
 - 6.1.1.1 Urban areas – 9:00 minute response standard for 90% of responses. In areas where the Public Private Partnership has established paramedic first response, the Priority I urban area response time shall be 12:00 / 90 percent.
 - 6.1.1.2 Suburban/Rural areas – 15:00 minutes response standard for 90% of the responses.
 - 6.1.1.3 Remote— 90:00 minute response time for 90% of the responses
 - 6.1.2 SEMSC and Medic shall explore in good faith implementation of a procedure for allowing transports under this Agreement in medically appropriate circumstances as agreed by BLS ambulance, provided an ALS ambulance is on the scene and the BLS ambulance is a second ambulance responding to the call, and transport by BLS ambulance is medically appropriate.
- 6.2. The following standards are established for Advanced Life Support requests and transports:
 - 6.2.1 Priority 3 – Code 2 request of an unscheduled non-urgent transfer from a licensed healthcare facility. Response standard is 60:00 minutes for 90% of the responses.
 - 6.2.2 Priority 4— Code 2 request for a non-scheduled urgent transfer from a licensed healthcare facility for urgently needed services not available at the sending facility. Response standard is 30:00 minutes from receipt of request for 90% of the responses.
 - 6.2.3 Priority 5 – Code 2 request for a non-urgent transfer from a licensed healthcare facility scheduled more than 60 minutes, but less than 4 hours in advance. Response standard is within 20:00 minutes of scheduled pickup time for 90% of the responses.

- 6.2.4 Priority 6— Code 2 request for a non-urgent transfer from a licensed healthcare facility scheduled 4 hours or more in advance. Response standard is within 10 minutes of scheduled pickup time for 90% of the responses.
- 6.3 The expected performance is that the above response time standard be met on a monthly basis overall and within each of the following groupings:
 - 6.3.1 All Priority 1 calls;
 - 6.3.2 All urban area Priority 1 calls measured separately for calls within each incorporated city;
 - 6.3.3 Priority 3 through 6 calls measured separately for each hospital.
- 6.4 Response times of second and additional ambulances dispatched to a single incident shall not be used in calculating response time performance.
- 6.5 Compliance with response time standards shall be waived by SEMSC when delayed response may be reasonably attributed to one of the following:
 - 6.5.1 Severe weather documented at the time of the response;
 - 6.5.2 Access issues documented at the time of the response, including traffic secondary to the incident, train crossings, road construction, or other unanticipated barriers;
 - 6.5.3 System overloads due to multicasualty incidents or officially declared disasters;
 - 6.5.4 Mutual aid responses originating from a Public Safety Agency out of the EOA when approved by SEMSC;
 - 6.5.5 Incorrect or incomplete location information provided to Medic dispatch center;
 - 6.5.6 Inability to locate address because it does not exist or is an off road location or inability to locate patient because he/she has departed the scene;
 - 6.5.7 Other calls that, in the judgment of the Contract Manager, reasonably warrant exemption from response time compliance;
 - 6.5.8 Declared emergencies affecting contractor's ability to respond.

7.0 Response Time Penalties

- 7.1 Each response for which the response time is delayed shall incur a response penalty to be paid by Medic to SEMSC. Penalties and fines are only applicable to services covered under this agreement that include all requests for ambulance response from 911 and Public Safety Agencies and all requests for ALS transport originating within the EOA. Each individual response that exceeds the minimum response shall incur a fine at the below specified rate:
 - 7.1.1 Emergency Response Priority 1 (Code 3) — fifteen dollars (\$15.00) per minute exceeding the response time standard. A response that is two or more times the applicable response time standard shall also incur a one thousand dollar (\$1,000.00) penalty in addition to the minute penalty.
 - 7.1.2 Interfacility Response Priority 4 (Code 2 non-scheduled urgent request) – fifteen dollars (\$15.00) per minute exceeding the response time standard. A response that is two or more

times the applicable response time standard shall also incur a one thousand dollar (\$1,000.00) penalty in addition to the minute penalty.

7.1.3 Interfacility Response Priority 3, 5, or 6 (Code 2 unscheduled or scheduled, non-urgent request) – five dollars (\$5.00) per minute exceeding the response time standard to a maximum of two hundred fifty dollars (\$250.00), plus an additional fine of seven hundred fifty dollars (\$750) for any delayed response that results in the patient being kept over another admission day as a direct result of the delay.

7.2 The foregoing notwithstanding, no per call penalty shall be assessed for any call during any calendar month in which all the response standards, as set forth in Paragraph 6.1 and 6.2, above, excluding priority 4 calls, are met. Priority 4 calls will instead be independently subject to the penalties set forth herein regardless of overall monthly response time compliance and thereby be evaluated separately.

8.0 Other Penalties

8.1 A penalty of five hundred (\$500.00) shall be assessed for any call to which Medic is unable to respond or responds with a unit staffed at below the minimum staffing level.

8.2 A penalty of five hundred (\$500.00) shall be assessed for any call to which Medic response with an ambulance not equipped to the minimum standard set forth in this Agreement.

8.3 A penalty of five dollars (\$5.00) may be assessed for any missing required data element from a patient care report or dispatch record not to exceed two hundred fifty (\$250) for any call. Such penalty shall not be applied in cases where the cause of the reporting deficiency is beyond Medic's reasonable control.

8.4 A penalty of five hundred (\$500.00) shall be assessed for any call in which the ambulance experiences mechanical failure enroute to the call or while transporting a patient. Such penalty shall not be applied in cases where such failure is determined to have been not reasonably preventable.

9.0 Clinical Performance

9.1 Medic shall establish and maintain a SEMSC-approved Quality Improvement program and shall participate fully in SEMSC quality improvement activities.

9.2 Medic shall obtain the services of a Medical Director who shall be a physician with emergency department experience within the past five years.

9.3 Medic shall employ a Quality Improvement Coordinator (QIC) who shall be a Registered Nurse or qualified EMT-Paramedic. The QIC shall track clinical performance of Medic's personnel, conduct audits and investigations, and prepare quality improvement reports as may be required by SEMSC.

10.0 Electronic Patient Care Report (ePCR)

10.1 Medic shall establish and fully implement an electronic patient care report (ePCR) system capable of tracking details of all ambulance responses and patient encounters within three (3) months from execution of this agreement. Medic shall further report back to the SEMSC staff on the progress of this system within two (2) months of the execution of this agreement and advise the SEMSC as to any problems that arise relating to implementation of the ePCR system. Failure to implement ePCR system within six (6) months of the execution of this agreement may serve as grounds for a finding that Medic has failed to remain in substantial and consistent compliance with the provisions of this Agreement pursuant to provisions for automatic renewal.

10.2 An ePCR shall be completed on each response regardless of whether the response results in patient

transport or patient contact.

10.3 Entry of all ePCR data pertaining to patient care or scene activities shall be limited to entry by Medic field personnel responding on the call. Personnel not on scene (e.g., clerical personnel, dispatch personnel) shall not be allowed to enter said data into the ePCR.

10.4 The ePCR system shall generate an electronic record for each request for service which includes the following features:

- Handles and distinguishes situations in which the ambulance is cancelled enroute, cancelled on scene without patient contact, cancelled on scene as a result of patient refusal of transport, or provides patient transport.
- Has customizable data field,
- Has the ability of designate specified field as mandatory.
- Provides for immediate wireless transmission or server download of ePCR once completed.
- Provides for the ability to print a paper copy of ePCR at the hospital via fax, wireless router, or USB cable connection.
- Provides that the ePCR cannot be altered or modified once completed and submitted, except by identified addendum and/or with a documented audit log that shows when changes or amendments were made and by whom.
- Provides for the ability to store PDF and other file types linked to specific patient's ePCR.
- Provides for designated SEMSC staff full, read-only access to ePCR database on a 24/7 basis, including access by SEMSC staff via internet.
- Provides for automatic updating of SEMSC-accessible ePCR database from Medic's server at least every 30 minutes.

10.5 Medic's ePCR system shall provide full access by the SEMSC personnel to retrieve patient care reports and to generate quality assurance studies and reports by SEMSC personnel. Patient care records shall be available to SEMSC personnel on a real time basis.

11.0 Personnel

11.1 Each ambulance unit shall be staffed with at least one licensed and accredited Emergency Medical Technician-Paramedic (EMT-P) and one certified and accredited Emergency Medical Technician-I (EMT-I), except as set forth below:

11.1.1 An ambulance unit staffed by a minimum of two EMT-I's may be used under the following circumstances:

- 11.1.1.1 Response and transport of a patient under a Section 5150 mental health hold in the absence of an overriding emergency medical condition;
- 11.1.1.2 Response to and transport on any call for which SEMSC-approved emergency medical dispatch protocols allow for response at the basic life support level;
- 11.1.1.3 The provision of ambulance services not covered under this agreement such as BLS non-emergency transports.

- 11.1.1.4 Response to a standby or special event where the requesting agency has specified basic life support service; and
 - 11.1.1.5 Response as an additional ambulance resource to any mass casualty incident when additional basic life support ambulances have been requested by the incident commander or senior medical person on the scene or response during any large-scale disaster, declared or undeclared.
- 11.1.2 An ambulance unit staffed by a minimum of one EMT-I and one Registered Nurse or, when approved by SEMSC, other allowed healthcare professional may be used when requested by a licensed healthcare facility. However, the SEMSC shall take all reasonable steps to monitor, educate, develop protocols, and provide necessary follow-up to protect Medic's exclusivity to all ALS interfacility transfers.
- 11.2 All ambulance dispatchers shall be trained at the level appropriate for the level of dispatch services provided. If Medic provides priority dispatch and/or pre-arrival instructions, all dispatchers performing such services shall be trained and certified or accredited in an Emergency Medical Dispatch program approved by SEMSC.
- 11.3 Medic shall ensure that all ambulance drivers have successfully completed an Emergency Vehicle Operator's Course within twelve (12) months of employment and that the ambulance driver shall complete Medic's internal driver training program prior to driving any emergency vehicle.
- 11.4 Medic shall endeavor to maintain a highly qualified workforce and shall adopt compensation and personnel practices that encourage retention of those most qualified employees.
- 11.5 Medic shall establish a program to ensure that all field and dispatch personnel are fully oriented to Solano County and to SEMSC policies prior to assignment.
- 11.6 Medic personnel shall exhibit professional and courteous conduct at all times to patients, patient families, other response personnel, and hospital staff at all times.
- 11.7 Medic shall assure that all personnel have and maintain required licenses, certifications, and accreditation.
- 11.8 Medic shall establish employee work schedules to assure that field and dispatch personnel have adequate opportunity for rest and that personnel will not be fatigued to an extent that judgment or motor skills may be impaired.
- 11.9 Medic shall provide sufficient management and supervisory personnel to manage all aspects of emergency ambulance service including administration, operations, EMS training, clinical quality improvement, recordkeeping and supervision.
- 11.10 Medic shall, at a minimum, provide one field supervisor licensed and accredited as an EMT-P on duty at all times and able to respond in an emergency vehicle fully equipped to provide advanced life support services. The on-duty field supervisor shall be fully trained in Incident Command System (ICS), Standardized Emergency Management System (SEMS), National Incident Management System (NIMS), hazardous materials response, and ambulance strike team leadership. Such training shall include ICS-300 and ICS-400.
- 11.11 Medic shall provide SEMSC-accredited field preceptors who shall have a minimum of two years full time EMT-P experience, no outstanding quality improvement issues, and who are approved by the SEMSC Medical Director or designee. Existing preceptors at the time of the execution of this agreement who do not have the required minimum of two years full time EMT-P experience are allowed to continue as preceptors.

- 11.12 Medic shall have an SEMSC-approved communicable disease policy.
- 11.13 Medic shall have in place a critical incident stress management (CISM) program integrated with CISM programs for Solano County law enforcement and fire services.

12.0 Dispatch and Communications

- 12.1 Medic shall operate a dispatch center using a Computer-Aided Dispatch (CAD) system and shall maintain all equipment and software (fixed, mobile, linkages) necessary to receive requests for emergency ambulance services made by County designated Communications Centers.
- 12.2 All ambulance vehicles used to perform services under this Agreement shall be equipped with two-way radios capable of communicating with Medic's dispatch center and with, area hospitals, and Medic supervisors. All ambulance vehicles shall be equipped with Med Net radios operating on 154.400 MHz as a backup communication link to area hospitals and with radios capable of communicating with the Solano County Sheriff's communication center and with fire resources on the 154.280 MHz White Fire frequency. Additionally, Medic's dispatch center shall record and time stamp all communications from Medic units and said recordings shall be synchronized with Medic's CAD system, which, in turn, shall be synchronized with the National Institute of Standards and Technology (NIST) Internet Time Service (ITS) or other national standard approved by SEMSC. Recordings of communications shall be maintained for a minimum of 120 days.
- 12.3 All ambulance vehicles used to perform services under this Agreement shall be equipped with Mobile Display Terminals (MDT's) and Automatic Vehicle Location (AVL) systems integrated with Medic's CAD system. The AVL must be integrated with the CAD system to provide the following data time stamps: (1) time of ambulance arrival at incident scene; (2) time ambulance leaves incident scene for hospital or other patient destination; and (3) time ambulance arrives at hospital or other patient destination. These systems shall be in place and operational within three (3) months of the execution of this agreement.
- 12.4 Medic will assess the feasibility of establishing a SAFECOM medical/fire dispatch center in accordance with their proposal and report the findings to the SEMSC Board no later than one year following the effective date of this Agreement.

13.0 Equipment and Supplies

- 13.1 All ambulances used in providing services under this Agreement shall meet at a minimum federal KKKK-1822 and California Title 13 standards
- 13.2 No ambulance may be placed in service for primary emergency 911 responses that has in excess of 250,000 miles on the chassis.
- 13.3 Medic shall maintain a number of ambulance vehicles equal to at least 133 percent of the number of vehicles required to be in service to meet normal peak demand.
- 13.4 All ambulance units shall be minimally equipped in accordance with SEMSC policies, and all ambulance units used in response to emergency (9-1-1) calls shall be identically equipped and configured.
- 13.5 All ambulance units used to provide services under this Agreement shall have lettering identifying the unit as "Solano EMS Cooperative." Said lettering shall be in a size and design approved by SEMSC.

14.0 First Responder Program

- 14.1 Medic agrees to continue and to enhance its existing policy of exchanging all disposable medical

supplies with first responder and assisting SEMSC and the fire services in the management of an equipment and supply standardization program.

15.0 Public Private Partnership

15.1 Medic shall enter into and maintain in force throughout the term of this Agreement a Public Private Partnership (PPP) Agreement with those fire jurisdictions desiring to participate in a PPP with Medic by accepting responsibility for providing a timely EMT-P first response. However, nothing in this Agreement shall be construed to require Medic to continue to maintain a PPP Agreement with any fire jurisdiction that does not substantially comply with the terms of the PPP Agreement, or causes Medic to be out of compliance with the terms of this Agreement.

15.2 In those jurisdictions participating in the PPP with ALS first response, the response time requirement for the transporting ambulance may be extended as defined in Paragraph 6.1 of this Agreement. Any PPP agreements shall be approved by SEMSC and procedures for documentation of compliance of the PPP participants shall be implemented in a process and format approved by SEMSC. The SEMSC shall implement and enforce response time performance for the PPP member cities including penalty assessments substantially similar to those imposed on Medic and ensure consistency regarding definitions of "major breach" and "chronic failure" as to PPP member cities and shall report response time performance of the PPP member cities to Medic on a monthly basis and to the SEMSC Board on a quarterly basis. Medic and the member PPP cities shall negotiate the terms of the PPP agreement. In the event that Medic and the municipal jurisdictions fail to reach agreement, SEMSC may establish a response time requirement for the ALS first responders and a payment amount to be made by Medic to the jurisdiction corresponding to the potential savings to Medic for lengthening its response time requirements in the relevant jurisdiction consistent with Medic's bid.

16.0 Data Collection and Reporting

16.1 Medic shall operate and manage at Medic's expense a data collection system in accordance with SEMSC standards. Said data system shall include an integrated Computer-Aided Dispatch (CAD) data system and an electronic Patient Care Report (ePCR) data system. Records from the CAD and ePCR data systems shall be linked and shall be and shall be available on a 24/7 basis to designated SEMSC personnel. The data system shall include triggers specified by SEMSC and capable of alerting designated SEMSC staff of specified system activity.

16.2 Medic shall support SEMSC's interface with Medic's relevant databases in order for SEMSC to download necessary information to prepare monthly response time compliance reports for all services covered under this agreement. In the event the SEMSC interface is unable to produce the required reports, Medic shall prepare monthly data reports formatted to SEMSC standards and shall submit them electronically to SEMSC. Monthly reports shall include response time data by priority, urban, rural and remote designation, and city or fire district (Priority I and 2 calls) or hospital (Priority 3 through 6 calls) and other such data as may be reasonably required by SEMSC. Monthly data reports shall be provided to SEMSC by the twentieth (20th) day of the following month. Failure to submit such reports shall result in a \$500 penalty if not submitted by the 20th day of the following month and the penalty shall be increased by \$100 for each additional 10-day period that the report is not submitted. Penalty may be waived by the SEMSC Administrator when requested by Medic in advance of due date for good cause.

16.3 A system status plan shall be on file with SEMSC. Any changes to said plan are to be submitted to the SEMSC Agency within five (5) business days of their implementation.

16.4 Medic's data system shall include generation of all data elements specified in the California EMS Information System (CEMSIS) and other data elements as may be reasonably required by SEMSC.

- 16.5 Medic and SEMSC agree that all fines and penalties will be processed and closed out within forty-five (45) days of the end of the month in which they were incurred. In order to ensure that this time requirement is met, the following schedule shall be used:
- 16.5.1 SEMSC Staff shall provide compliance data to Medic within twenty (20) days after the month ends or in the event SEMSC cannot collect the data from Medic's databases, Medic shall provide the required data reports within twenty(20) days after notice of SEMSC;
 - 16.5.2 Medic shall review and respond to such compliance data within ten (10) business days from receipt, detailing exceptions, reasons for delay, and/or concerns, if any;
 - 16.5.3 SEMSC Staff shall meet and confer with Medic regarding the exceptions and concerns raised in Medic's response within five (5) business days of receipt;
 - 16.5.4 The fine and penalty letter shall be issued on or before the 45th day following the month being measured
 - 16.5.5 Should SEMSC fail to timely process fines and penalties within the timeframes set forth herein, SEMSC shall waive entitlement to those fines and penalties for any period that is not timely processed, provided that the delays in processing were not the result of Medic's failure to meet its timelines.
 - 16.5.6 The SEMSC staff shall timely report response time compliance of Medic and the PPP member cities at each quarterly meeting of the SEMSC Board.

17.0 Hospital and Community Requirements

- 17.1 Medic ambulance shall provide notification to hospital of incoming patients and shall provide pertinent patient information in a concise and standardized manner.
- 17.2 Medic shall establish a user-friendly and effective system for hospitals to communicate with Medic management, quality improvement staff, and ambulance personnel. Said system shall include identification of a primary Medic staff contact person for each hospital and a mechanism to assure prompt response to urgent hospital inquiries and response within two business days for non-urgent inquiries. SEMSC will request the hospitals to also identify a liaison for Medic.
- 17.3 Medic shall work collaboratively with the Solano County Sheriff to establish a Tactical Emergency Medical Services (TEMS) team as described in Medic's "Proposal for SEMSC Ambulance Contract" dated May 1, 2009 to provide support to the Sheriff SWAT team when requested.
- 17.4 Medic shall establish a paramedic bicycle response program as described in Medic's "Proposal for SEMSC Ambulance Contract" dated May 1, 2009 to assist in medical response during large-scale community events.
- 17.5 Medic shall sponsor or co-sponsor, at least annually, an event that includes recognition the entire EMS team including hospital emergency department personnel, fire and ambulance service personnel, and dispatch personnel.
- 17.6 Medic shall sponsor promotional activities including EMS Week (May), Disaster Preparedness Month (September), and earthquake Preparedness Month (April).
- 17.7 Medic shall provide annually an SEMSC-approved program designed to educate the public in citizen CPR and public automatic defibrillation (PAD).

17.8 Medic shall donate an average of six (6) automated external defibrillators (AED's) to Solano County businesses or community organizations per year for the duration of this contract.

18.0 Mutual Aid, Mutual Assistance, Multicasualty, and Disaster Response

18.1 Medic shall have in place an internal multi-hazard disaster plan that includes triggers for activation, notifications, communications, staffing, vehicles, equipment and surge supplies.

18.2 Medic shall have a plan for response to multicasualty and large-scale incidents that includes expansion of ambulance capacity, personnel call-back, movement of medical equipment and supplies to an incident scene, and patient tracking.

18.3 Medic shall assure that all personnel are trained in multicasualty and disaster response, including Solano County Multicasualty policies and procedures, the Incident Command System, the California Standardized Emergency Management System (SEMS), and the National Incident Management System (NIMS) as appropriate to their level of responsibility.

18.4 Medic shall participate in Solano County disaster planning and shall provide personnel and ambulance response to SEMSC-approved disaster exercises.

18.5 Medic shall participate in the California Ambulance Strike Team (AST) response program and shall be prepared to dispatch an AST, including an AST leader, in accordance with the California AST standards to any location within California when requested by SEMSC.

18.6 Nothing in this Agreement shall be construed to prevent a Public Safety Agency from requesting a mutual aid or mutual assistance ambulance response when such response is requested by an incident commander, public safety agency, or the SEMSC to be necessary for protection of patients, responders, or the public in large-scale or unusual incidents. SEMSC shall notify Medic of all such requests in the event that said requests do not come through Medic dispatch. SEMSC shall review each request made under this section to determine whether said request is a legitimate exception to the EOA and include findings in its report to the SEMSC Board,

18.7 Nothing in this Agreement shall be construed to prevent a Public Safety Agency requesting an ambulance response or patient transport by an adjacent jurisdiction ambulance in those rare instances when said response is of the closest appropriately staffed and equipped ambulance. SEMSC shall review each request made under this section to determine whether said request is a legitimate exception to the EOA and include findings in its report to the SEMSC Board

18.8 Nothing in this Agreement shall be construed to prevent response or patient transport by an appropriately staffed and equipped air ambulance (medical helicopter) when requested by an incident commander or senior medical person on the incident scene when said transport will reasonably benefit patient care.

18.9 Medic shall provide mutual aid ambulance response outside the EOA when requested by SEMSC or by a public safety dispatch center in accordance with SEMSC-approved policies or procedures. Medic shall not be penalized for delayed ambulance response at any time mutual aid is being provided outside the EOA and the delayed response is reasonably determined to be a result of resource depletion due to Medic's mutual aid response.

19.0 Insurance

19.1 Without limiting either party's right to obtain indemnification from the other or any third parties, Medic, at its sole expense, shall maintain in full force and effect, and shall require all of its subcontractors to maintain the following insurance policies throughout the term of this Agreement or any extensions thereof:

- 19.1.1 Commercial general liability insurance, including but not limited to, commercial owner and contractor protection, operational products, completed operations, property and personal injury, with limits of not less than two million dollars (\$2,000,000) per occurrence and inclusive of umbrella coverage ten million dollars (\$10,000,000) annual aggregate. Coverage shall be on “an occurrence basis,” and fire and liability of not less than two million (\$2,000,000) per occurrence, unless otherwise stated by exception herein.
- 19.1.2 Professional medical liability insurance including error and omissions with minimum limits of two million dollars (\$2,000,000) per occurrence and six million dollars (\$6,000,000) annual aggregate.
- 19.1.3 Workers’ Compensation and Employer’s Liability Insurance providing full statutory coverage.
- 19.1.4 Comprehensive automobile liability covering all vehicles used under this Agreement for owned, hired, and non-owned vehicles with minimum limits of two million dollars (\$2,000,000) combined single limit for bodily injury including death per occurrence and property damage liability of not less than one million dollars (\$1,000,000) per occurrence. Coverage shall include coverage for loading and unloading hazards unless covered under the general liability or professional liability insurance above.
- 19.1.5 Automobile physical damage insurance for comprehensive and collision covering all vehicles provided and used under this Agreement.
- 19.1.6 Medical payment coverage at a per person limit of not less than ten thousand dollars (\$10,000)
- 19.1.7 Uninsured and underinsured motorist coverage of at least two hundred fifty thousand (\$250,000).
- 19.1.8 Mobile Equipment Floater insurance coverage on an “all risks” basis covering all portable medical, computer and communications equipment under the care and custody of Medic. Said coverage shall contain no electrical surge exclusions.
- 19.1.9 Property insurance coverage on an “all risks” basis covering all contents of all County facilities and sub-stations in the care or custody of Medic.
- 19.1.10 At the option of Medic, it shall also maintain umbrella coverage in the amount sufficient to supplement the coverages set forth above and to ensure full compliance with the insurance requirements as set forth above provided as additional coverage to all underlying liability policies, including Professional Liability. This policy may be written as a “Form Following Excess” policy.
- 19.2 Except Workers Compensation, all insurance policies shall name SEMSC, its officers, agents, and employees, including EMS staff, the EMS Medical Director and the Assistant EMS Medical Director, individually and collectively, as additional insured.
- 19.3 Coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by SEMSC, its officers, agents, employees, including EMS staff and the EMS Medical Director(s), shall be excess only and shall not contribute to insurance provided under Medic’s policies.
- 19.4 No insurance, including Worker’s Compensation, shall be canceled or changed to restrict coverage without a minimum of thirty (30) calendar days advance written notice to SEMSC.

19.5 Each insurance policy shall include the following conditions by endorsement to the policy:

19.5.1 Thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage or limits on any policy, a notice thereof shall be sent to SEMSC at its address of record by the insurer. Medic shall also notify SEMSC in a like manner within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage received by Medic from its insurer. Nothing shall absolve Medic of this requirement to provide notice.

19.5.2 Companies issuing insurance shall have no claims against SEMSC for payment of premiums or assessment of deductibles, which are the sole responsibility and risk of Medic.

19.5.3 All such policies shall be endorsed naming the SEMSC, its Board, Officers, Medical Director, employees and the County of Solano as additional named insured.

19.6 The SEMSC and the County of Solano shall be named as loss payees on the Automobile Physical Damage, Mobile Equipment Floater, and Property Insurance policies with regard to 19.1.9 above.

19.7 All insurance shall be maintained with companies holding a "general policy holders rating" of "A:" or better as set forth in the most current issue of "Best Insurance Guide" or a comparable rating from other reputable organizations, who are licensed or permitted to operate in the State of California, and who are in good standing with the California Department of Insurance.

20.0 Patient Charges

20.1 Patient charges may not exceed the amounts set forth in Exhibit "B" of this Agreement, except as approved by SEMSC.

20.2 During the term of this Agreement and any subsequent extensions thereof. SEMSC shall validate and approve annual adjustments to the basic rates and mileage rates for ALS transports under this Agreement, based on the Consumer Price Index. Such adjustments shall be effective one (1) year after the effective date of this Agreement and on the anniversary date of this Agreement in all subsequent years thereafter.

20.3 SEMSC shall also consider increases in patient charges beyond the annual inflation adjustments outlined in Section 20.2 above based on other reasonable causes presented in Medic's submission, including, but not limited to the following:

20.3.1 Significant or unusual increased in operating costs which affects the costs of providing services under this Agreement and not within the control of Medic, including but not limited to increase in gas prices, insurance expenses or other operating expenses, or increased cost resulting from mandates by SEMSC;

20.3.2 Significant changes in third-party reimbursement policies;

20.3.3 A material change in the Law, whether by statute or judicial decision which results in a decrease in the exclusive operating area as defined in this Agreement;

20.3.4 Significant changes in applicable Federal, State, or local laws, rules or regulations requiring changes in Medic's operations which may reasonably be expected to increase the cost of performance of services which are subject to this Agreement;

20.3.5 Increase in labor and personnel costs resulting from change in State or Federal laws or regulations; and

20.3.6 Medicare/Medi-Cal adjustment to allowable charges for the region.

21.0 Performance Security

21.1 Medic shall obtain and maintain throughout the term of this Agreement, and any extensions thereof, performance security of one million dollars (\$1,000,000), a portion of which may be utilized in any claim for liquidated damages. Said security requirement may be adjusted by no more than the Consumer Price Index should the SEMSC Board of Directors determine that the performance security is insufficient to meet performance.

21.2 Performance security may be in the form of a performance bond, irrevocable letter of credit, cash deposit, or combination of the above, subject to approval by SEMSC.

21.3 Performance security shall provide for the immediate release of funds to the SEMSC upon determination by the SEMSC Board that Medic's performance is dangerous to the public health and safety..

22.0 Contract Monitoring, Administration and Dispute Resolution

22.1 SEMSC shall utilize a multi-layered system to enforce the terms and conditions of this agreement. Medic shall assume the initial role by ensuring that its personnel and equipment comply with the terms of this Agreement at all times. The SEMSC shall take the initial role to ensure that the exclusivity provisions of this Agreement are met. The dispute resolution and appeals procedure shall be as set forth in Exhibit "C".

22.2 Medic shall formally designate specific individuals and/or alternates to regularly attend and represent Medic at the following key standing committees: Prehospital Trauma Advisory Committee (PreTAC), Physician's Forum, Prehospital Care Committee (PCC), Continuous Quality Improvement (CQI), County Fire Chiefs. Medic shall also attend through appropriate and knowledgeable personnel specific quality assurance meetings planning and other meetings, as reasonably required by the SEMSC.

23.0 Breach, Remedies and Emergency Takeover

23.1 Major Breach—Conditions and circumstances that constitute major breach under this contract shall include the following:

23.1.1 Failure of Medic to operate in a manner that prevents SEMSC and Medic from being in compliance with federal or state laws, rules, or regulations;

23.1.2 Intentional falsification of information supplied by Medic anytime during the duration of the contract is a major breach.

23.1.3 Repeated and persistent failure of Medic to provide data generated in the course of operations after receiving notice of non-compliance from Contract Manager, including by way of example, but not by way of exclusion, dispatch data, Patient Care Report data, response time data, or financial data;

23.1.4 Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period;

23.1.5 Failure of Medic to maintain equipment in accordance with good maintenance practices;

23.1.6 Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a

substantial part of its property; or, commencing any proceeding relating to it under bankruptcy, reorganization arrangement, readjustment of debt, dissolution or liquidation law or statute;

- 23.1.7 Acceptance by and/or payment by Medic, which shall include all principals and owners of Medic, of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of Medic is determined to be a violation of federal, state, or local law;
- 23.1.8 Failure of Medic to substantially and consistently meet the system clinical standards as established by SEMSC or of performance standards required herein;
- 23.1.9 Failure of Medic to maintain insurance in accordance with this Agreement;
- 23.1.10 Chronic failure of Medic to meet response time requirements as set forth in this Agreement. Chronic failure shall be defined as three of five consecutive calendar months in any one area or four of seven consecutive calendar months with EOA taken in aggregate;
- 23.1.11 Failure to maintain the performance security in accordance with the terms and in the amount specified in this Agreement;
- 23.1.12 Any other failure of performance, clinical or other, required in the Contract and which is determined by the Agency Director and confirmed by SEMSC to constitute a danger to public health and safety;
- 23.1.13 Medic, or any affiliate of Medic, or controlling persons of such entities, being terminated from participation in Medicare or any state Medicaid programs, or being found to have violated any laws or regulations related to such programs.

23.2 SEMSC's Remedies

If conditions or circumstances constituting major breach as set forth exist, SEMSC shall have all rights and remedies available at law or in equity under this Agreement, specifically including the right to terminate this Agreement with the appropriate notice to Medic and time to cure as set forth in Section 23.3 below. SEMSC's remedies shall be cumulative and shall be in addition to any other remedy available to SEMSC.

23.3 Determination of Major Breach

- 23.3.1 In event of major breach, SEMSC shall give Medic written notice, return receipt requested, setting forth with reasonable specificity the nature of the major breach. Within five (5) calendar days of receipt of such notice, Medic shall deliver to SEMSC, in writing a plan of action to cure such major breach. The plan of action shall be updated, in writing, every five (5) calendar days until such breach is cured. Medic shall have the right to cure such major breach in the thirty (30) calendar-day period following receipt of notice of major breach. If Medic fails to deliver such plan and/or fails to cure and/or mitigate such breach (the determination of which shall be at the sole discretion of SEMSC's Board, SEMSC may take over Medic's operations pursuant to paragraph 24.0 of this Agreement and/or terminate this Agreement. Under such conditions, Medic shall cooperate immediately and fully with SEMSC to affect a prompt and orderly transfer of all responsibilities to SEMSC.
- 23.3.2 In order to maintain continuous delivery of service, the SEMSC may, in exercising an emergency takeover, take possession of all of Medic's ambulances, equipment, facilities,

and records used in the performance of the Contract. The SEMSC may retain possession of said equipment, facilities, and records until replacement items can be acquired by the SEMSC or another Contractor is engaged to perform the service. Should the SEMSC exercise this option, it shall pay Medic the reasonable rental value of such equipment and facilities during the time they are used by the SEMSC. Liability of the SEMSC to Medic for this period will be that of a service for hire, with ordinary wear and tear specifically exempt from such liability.

- 23.3.3 Medic shall not be prohibited from disputing any findings of major breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate transfer of operations to SEMSC or delay SEMSC's access to the performance security funds as needed by SEMSC to finance such transfer operations. These provisions have been specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of the public. .
- 23.3.4 Medic's cooperation with and full support of SEMSC's termination of the Contract, as well as Medic's immediate release of performance security funds to SEMSC, shall not be construed as acceptance by Medic of the finding of major breach, and shall not in any way jeopardize Medic's right of recovery should a court later find that the declaration of major breach was made in error.

23.4 Minor Breach

A minor breach shall be defined as any intentional and persistent failure by Medic to perform in a timely manner its obligations under this Agreement or meet the commitments made in its RFP proposal as relates to the scope of service covered by this Agreement when said failure is not specifically defined as a major breach.

23.4.1 Notice of a Minor Breach

Whenever SEMSC has reasonable grounds to believe a minor breach has occurred, other than those instances when an ambulance response time exceeds the applicable response time requirement, the SEMSC shall notify Medic in writing with a "Written Notice of Breach", of its failure to perform. Said notice shall include a detailed explanation of the specific breach, which shall include the facts and conclusions upon which the breach is based. Medic shall then have a reasonable time to cure said breach, but not less than thirty (30) days.

23.4.2 Appeal of Minor Breach

An appeal for breach shall be filed by Medic with the Agency Director within ten (10) business days following receipt of the "Written Notice of Breach" and shall state the grounds for the appeal. Upon filing, the SEMSC Board shall review the appeal at its next regular or special meeting to determine whether a breach has, indeed, occurred and whether Medic should be required to take any remedial measures to cure any determined breach. The SEMSC Board shall fully explain its reasoning and set the amount of the penalty, if any. The decision made by SEMSC Board shall be final.

23.4.3 Penalties for Minor Breach

Unless another amount is specifically set forth in this Agreement, for all other minor breaches, SEMSC may impose a penalty not to exceed one hundred dollars (\$100) per occurrence, provided that such a maximum penalty shall double for the second, and triple for the third and subsequent similar breach of the same obligation within any twelve (12) month period. All penalties shall be paid by Medic within forty-five (45) days unless successfully cured or an appeal is requested. After an appeal payment shall be within thirty (30) days following an upholding of the breach by the SEMSC Board if the breach remains uncured or the SEMSC Board determines that the fine shall stand regardless of it being cured.

24.0 Emergency Takeover

- 24.1 If SEMSC determines that Medic is in major breach of this Agreement which endangers public health and safety and directs an emergency takeover then such takeover shall proceed as follows:
- 24.1.1 Medic's ambulances and equipment (under Medic's legal control) and records necessary for the performance of services shall be deemed assigned to SEMSC during the takeover period. Medic shall promptly deliver to SEMSC all such equipment used in providing services under this Agreement. Medic's assignment to SEMSC shall include the number of vehicles used by Medic's System Status Plan for the peak hour of the day, peak day of the week, and for emergency ambulance services under the terms of this Agreement. Each vehicle shall be equipped at level in accordance with its utilization in Medic's System Status Plan and in accordance with SEMSC Agency policies, including all supplies necessary for minimum stocking levels of such vehicles.
 - 24.1.2 Under such assignment and in order to maintain continuous delivery of service, SEMSC may take possession of all Medic ambulances, equipment, and records under Medic's control and necessary for the performance of this Agreement. SEMSC may retain possession of such ambulances, equipment, facilities and records until reasonable replacement items can be acquired by SEMSC or another provider is engaged to perform services. SEMSC shall be entitled to joint use of Medic's dispatch facilities until an appropriate alternative dispatch facility can be obtained.
 - 24.1.3 Should Medic fail to voluntarily deliver possession of the ambulances, equipment, dispatch facilities and records after a finding of major breach and implementation of a takeover by SEMSC, SEMSC may immediately apply *ex parte*, for an order enforcing the emergency takeover provisions of this agreement, without notice to Medic, subject to the provisions of this Paragraph 24.1.
 - 24.1.4 Should SEMSC exercise this option, it shall pay Medic the reasonable rental value of such equipment and facilities during the time they are used by SEMSC. Liability of SEMSC to Medic for this period will be that of a service for hire, with ordinary wear and tear exempt from such liability. The County Auditor shall arrange for an independent third party to determine the fair rental value of such items and the payment schedule that will prevail during the term of the takeover. Solano County Auditor/Controller, as fiscal agent for the SEMSC, shall disburse any payments that are made to Medic during the takeover period. Such payments shall be made within forty-five (45) days of the takeover and every forty-five (45) days thereafter. Rental amounts shall be prorated on a daily basis.
 - 24.1.5 If there is a dispute regarding the reasonable rental value, SEMSC and Medic shall mutually agree on the selection of an independent third party to determine the fair value. If they fail to agree on an independent third party, each party shall select one independent party and the two independent parties selected shall select the "independent third party." The time during which Medic shall be expected to provide equipment, services, and facilities is not expected to exceed twelve (12) months, absent further written agreement between the parties.
- 24.2 Medic shall have the right of appeal of findings of breach as described in this Agreement and all Exhibits thereto. However, any appeal procedure shall not delay the immediate takeover of operations by SEMSC. Nor shall such dispute by Medic delay SEMSC's access to Medic's performance security funds. These conditions are expressly agreed to by both parties as being reasonable and necessary for the protection of the public health and safety.
- 24.3 Medic's cooperation with and full support of an emergency takeover shall not be construed as

acceptance by Medic of the findings of breach and shall not in any way jeopardize Medic's right of recovery should a court later determine that the declaration of breach was error.

25.0 Standby and Special Event Coverage

- 25.1 At the request of any public safety agency in Solano County, for the first 15 minutes of a public safety emergency, Medic shall provide, at no cost, standby coverage with a non-dedicated unit if such coverage can be provided using units already included in Medic's system status management plan.
- 25.2 If Medic receives conflicting requests for standby services and cannot meet all requests then Medic may provide standby coverage at its own discretion.
- 25.3 If Medic is mandated by any Public Safety Agency to perform standby coverage with dedicated units and that mandate hampers Medic's ability to maintain its system status plan, Medic may invoice the Public Safety Agency its standby charges for the required dedicated unit after the dedicated units have been on scene 15 minutes and have not been released by the incident commander. This transaction shall occur directly between Medic and the public safety agency and not directly involve SEMSC. Medic may submit a request to SEMSC, and SEMSC shall consider a possible exception to a response time penalty for delays that can be directly attributed to the standby coverage and not being released by the incident commander.
- 25.4 Medic is encouraged to provide non-dedicated standby coverage to events currently receiving such services. If Medic is requested to provide such services with a dedicated unit, then Medic may enter into a separate agreement with the requesting party for such service.

26.0 General Provisions

- 26.1 Notice. Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

SEMSC

Solano County Emergency Medical Services
275 Beck Avenue, 2nd Floor MS5-240
Fairfield, CA 94533

MEDIC

Medic Ambulance
506 Couch Street
Vallejo, CA 94590

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing.

- 26.2 Waiver. Waiver of a breach or failure to perform any provision of this Agreement shall not be deemed a waiver of future performance nor shall it prejudice the waiving party's right to require strict performance of the same provision or any other provision. No term or condition of this Agreement shall be waived except by an instrument, in writing, signed by the parties hereto.
- 26.3 Independent Contractor. It is understood that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.
 - 26.3.1 Medic personnel shall have no claim against SEMSC for employee rights or benefits, including but not limited to seniority, vacation time, vacation pay, sick leave, personal time

off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

- 26.3.2 Medic is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments. Medic shall indemnify and hold harmless SEMSC from all liability which it may incur because of Medic's failure to pay such obligations.
- 26.3.3 As an independent contractor, Medic is not subject to the direction and control of the SEMSC except as to the services contracted for under this Agreement. SEMSC may not require Medic to change its manner of doing business, but may make a reasonable request that Medic redirect its efforts to comply with the terms of this Agreement.
- 26.3.4 Medic personnel shall be entirely and exclusively under Medic's direction, supervision and control. Medic shall determine all terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment.
- 26.3.5 Neither party shall have any authority and neither party shall represent that it has any authority, to assume or create any obligation, express or implied, for the other party, except as provided in this Agreement.

26.4 Governing Law

- 26.4.1 The parties have executed and delivered this agreement in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement.

26.5 Limitation of Liability

- 26.5.1 In no event shall either party to this Agreement be liable to the other party for any reason whatsoever in an amount exceeding four million dollars (\$4,000,000) in the aggregate concerning all claims or causes of action arising from or in any way related to this Agreement.
- 26.5.2 The foregoing shall not limit the liability of either party to the extent that such party is fully indemnified or otherwise made whole pursuant to insurance policies required by this Agreement.
- 26.5.3 Notwithstanding any other provision of this Agreement or of any law to the contrary, the parties may resort only to those remedies explicitly set forth in this Agreement in the event of any disagreement, dispute, breach or claim of breach, nonperformance or repudiation.
- 26.5.4 The remedies set forth herein have been explicitly bargained for and negotiated and shall bind the parties as an integral part of this Agreement.

26.6 Severability

- 26.6.1 If any of the provisions of this Agreement are declared invalid, such provisions shall be severed from this Agreement and the other provisions shall remain in full force and effect. Medic and SEMSC shall negotiate successor provisions which will lawfully fulfill the intent of the severed provisions.

26.7 Indemnification by Medic

- 26.7.1 Medic shall defend, indemnify and hold harmless SEMSC and SEMSC and their employees, agents and elective and appointive boards from and against any and all claims for injuries or damages to persons or property including costs and attorney's fees arising out of the terms and conditions and obligations of this Agreement and resulting from the negligent or intentional acts or omissions of Medic, its employees or agents.
- 26.7.2 Medic shall indemnify the SEMSC and SEMSC against any claims that the licensed programs or licensed materials utilized by Medic infringe a U.S. patent or copyright or other proprietary right of a third party.
- 26.7.3 Alternatively, SEMSC agrees to permit Medic, at its sole option and expense, either to procure for the SEMSC the right to continue using the licensed programs or materials or to replace or modify the same with functionally equivalent programs so that they become non-infringing.

26.8 Indemnification by SEMSC

- 26.8.1 SEMSC shall defend, indemnify and hold harmless Medic and Medic's employees or agents from and against any and all claims for injuries or damages to persons or property including costs and attorney's fees arising out of the terms and conditions and obligations of this Agreement and resulting from the negligent or intentional acts or omissions of SEMSC, its employees or agents.
- 26.8.2 SEMSC shall indemnify Medic against any claims that the licensed programs or licensed materials furnished by the SEMSC infringe a U.S. patent or copyright or other proprietary right of a third party.
- 26.8.3 Alternatively, Medic agrees to permit SEMSC, at its sole option and expense, either to procure for Medic the right to continue using the licensed programs or materials or to replace or modify the same with functionally equivalent programs so that they become non-infringing.

26.9 Conflict of Interest.

- 26.9.1 Medic warrants that it or its officers, Board of Directors, or owners have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Agreement. Medic shall employ or retain no such person while rendering services under this Agreement.
- 26.9.2 Medic has an affirmative duty to disclose to SEMSC in writing the name(s) of any person(s), known to Medic who have an actual, potential or apparent conflict of interest.

26.10 Force Majeure

- 26.10.1 Neither party shall be liable for any delay nor failure to perform nor the financial penalties provided herein for such delay or failure to perform to the extent that such delay or failure is caused by a force or event beyond the control of such party, including, but not limited to, war, embargoes, riots, fires, floods, earthquakes, strikes, governmental restrictions or other Acts of God provided that Medic uses its best and substantial efforts to assist SEMSC in establishing necessary services.

26.11 Nondiscrimination

- 26.11.1 In rendering services under this Agreement, Medic shall comply with all applicable

federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion or sexual orientation.

26.11.2 Medic shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. No employee claim shall be deemed a violation of this provision until there is a final ruling by an appropriate governmental or judicial body and all rights of appeal have been exhausted or waived by Medic. SEMSC shall not rely on statements made by employees or conduct its own independent investigation into employee claims.

26.12 Warranty

26.12.1 SEMSC relies upon Medic's professional ability and training as a material inducement to enter into this Agreement. Medic warrants that it will render services according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. SEMSC's acceptance of Medic's work shall not constitute a waiver or release of Medic from professional responsibility.

26.13 Responsibilities of Medic

26.13.1 Medic shall establish and maintain a system of accounts that complies with generally accepted accounting principles for private corporations. Medic shall document all costs by maintaining complete and accurate records of all financial transactions associated with this Agreement, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this Agreement. SEMSC may examine or copy such records and audit all invoices, materials, payrolls, records or personnel and other data relevant to the services and performance levels required under this Agreement, however, such information shall not become public record. SEMSC shall provide Medic with notice two (2) weeks in advance of any audit or document production due date, which includes a detailed description of the records to be examined and/or audited and the reason for said examination or audit. Medic shall have the right to appeal the reasonableness of an audit request pursuant to the procedures outlined in this Agreement.

26.13.2 Medic shall provide an audit report, including a management letter, to SEMSC and SEMSC annually.

26.13.3 Medic shall retain financial, programmatic, client data and other service records for three (3) years from the date of the end of this Agreement or any extensions thereof. If this Agreement is terminated, Medic shall retain records pertaining to the terminated work for three (3) years from the date of termination.

26.13.4 Medic shall utilize instant aid/mutual aid units for services under this Agreement provided that Medic negotiates all instant aid/mutual aid agreements and submits all instant aid/mutual aid agreements to SEMSC for review and approval. All written mutual aid agreements provided to SEMSC on or before the date of Medic's RFP bid shall be considered approved by SEMSC until any subsequent modification or renewal of said agreements unless SEMSC has already communicated the withholding of its approval to said agreements. SEMSC shall not unreasonably withhold its approval.

26.13.5 Medic shall maintain a central facility and necessary vehicles and equipment in Solano County.

26.13.6 Medic shall hire/fire and arrange for in-service training of all dispatchers, field and billing personnel.

- 26.13.7 Medic shall provide data consistent with the requirements of this Agreement and EMS policies and procedures.
- 26.13.8 Medic shall cooperate with and respond to EMS staff, the EMS Medical Director, and the SEMSC Board of Directors on all matters related to emergency medical services.
- 26.13.9 Medic shall comply with EMS policies and procedures regarding air ambulance/rescue services. Dispatch services for air ambulance/rescue services shall be provided in accordance with EMS policies and procedures.

26.14 Responsibilities of SEMSC

- 26.14.1 The SEMSC Board shall, on request, review and, if in concurrence, approve the user rates charged by Medic and any rate increases requested by Medic pursuant to paragraphs 20.2 and 20.3.
- 26.14.2 The SEMSC Board shall review and approve contractual commitments for Advanced Life Support services made by Medic when such commitments extend beyond the term of Medic's current contract except those services that are beyond the authority of the SEMSC to regulate.
- 26.14.3 The parties recognize and understand that exclusivity is a central part of this Agreement. SEMSC shall therefore take all reasonable steps to insure that Medic is, during the period of this Agreement, the sole provider of advanced life support services pursuant to the parameters of this Agreement. Except as specifically provided elsewhere in this Agreement, SEMSC shall not approve any advanced life support ambulance service to operate within Solano County and the EOA assigned to Medic and shall take those actions within the power of SEMSC to preclude any ambulance provider from providing any advanced life support services within Solano County and the EOA which interferes with the exclusivity granted under this Agreement. SEMSC shall regularly monitor acute care hospitals' and skilled nursing facilities' use of other ambulance services to ensure that transports covered under this Agreement are conducted by Medic and shall meet and confer with facilities as necessary to address problems relating to the use of other ambulance providers for ALS services covered under this Agreement. SEMSC shall investigate, in a timely fashion all reported and/or discovered alleged violations of the exclusivity granted by this Agreement and timely report the results of all investigations, and any action taken, or the results of any audit directly to Medic and the SEMSC Board of Directors. SEMSC shall, at least annually, and as otherwise necessary, provide education and procedure updates to the healthcare facilities regarding the required use of Medic for advanced life support transports. The SEMSC shall continue to audit the ePCRs, physician request forms (or by other reasonable means which may from time to time be adopted by the SEMSC) to reasonably ensure that interfacility calls being handled by other providers are not in violation of the exclusivity provisions to this Agreement and shall regularly report those finding to the SEMSC Board and to Medic. This section does not apply or impact City of Vacaville's 201 rights, Travis Air Force Base or the territory of Solano County known as "Zone C."
- 26.14.4 In the event of default or major breach endangering public health and safety, SEMSC shall secure an interim ambulance provider and manage all operations until a new provider can be secured through a new competitive bid process and shall indemnify and hold Medic harmless from any and all liability for operations provided and managed by SEMSC. Any interim ambulance provider secured by SEMSC shall not be entitled to use and/or access Medic's ambulances, facilities, or business records.
- 26.14.5 SEMSC reserves the right to allow operation of fixed wing ambulance, helicopter air

ambulance or helicopter air rescue services within the exclusive operating area.

26.15 Compliance with Law

26.15.1 Medic shall comply with all federal, state and local laws and regulations applicable to its performance, including, EMS policies and procedures.

26.15.2 SEMSC shall make available to Medic copies of the Solano County EMS Agency Policy and Procedure Manual and EMS Special Memoranda from the EMS Agency.

26.16 Drug Free Workplace

26.16.1 Medic warrants that it is knowledgeable of California Government Code section 8350 *et seq.* regarding a drug free workplace and shall abide by and implement its statutory requirements.

26.17 Health and Safety Standards

26.17.1 Medic shall abide by all health and safety standards set forth by the federal government, State of California and/or the SEMSC pursuant to the Injury and Illness Prevention Program.

26.17.2 Medic shall take actions necessary to minimize the risk of disease or injury to all employees and provide a safety and risk program which:

26.17.2.1 Instructs all employees in safety practices and prepares them to avoid risks;

26.17.2.2 Includes a pre-employment physical examination and physical capabilities evaluation;

26.17.2.3 Establishes a safety committee representative of Medic's local operation and that meets on a regular basis to review and make recommendations regarding Medic's operations as it applies to issues of risk and safety;

26.17.2.4 Identifies a Risk and Safety Coordinator who shall ensure that all aspects of the risk and safety program are in place and functioning; and

26.17.2.5 Maintains an infection control plan approved by EMS and conforms to EMS policy.

26.18 Audit and Inspection

26.18.1 Authorized representatives of SEMSC, the state and/or the federal government may inspect and/or audit Medic's performance, place of business and/or records that are relevant to the services and performance levels required under this Agreement, but not to include financial and/or personnel records contemplated by Section 26.18.2 below. SEMSC staff and authorized representatives shall have unobstructed and reasonable access to all aspects of Medic's operations and records that are relevant to the services and performance under this Agreement. Medic agrees that any request for inspection of vehicles, CAD, dispatch, facilities, equipment or records during normal business hours shall be considered reasonable provided SEMSC has given at least one business day prior notice to one of the designated Medic operational staff members. Said inspection shall not be conducted by SEMSC in a manner to interfere with Medic operations and shall not be conducted in an arbitrary or capricious manner. Said inspections shall not include access to confidential personnel files. Any records required under this Paragraph which Medic maintains out of Solano County shall be produced in a timely fashion.

26.18.2 SEMSC shall have the right to examine financial and/or personnel records or conduct audits of Medic's financial or other records that are relevant to the services and performance levels required under this Agreement. Any financial audit shall be undertaken with at least two weeks advance written notice, which includes a detailed description of the records to be examined and/or audited and the reason for said examination or audit. Medic shall have the right to appeal the reasonableness of an audit request pursuant to the procedures outlined in this Agreement.

26.18.3 At any time and as often as may reasonably be deemed necessary, and upon reasonable advance notice, representatives from SEMSC, including the EMS Agency and the EMS Medical director(s), may directly observe Medic's operations, including, but not limited to the EMS communications center, maintenance facility or any ambulance post location.

26.18.4 An SEMSC representative, including EMS representatives and the EMS Medical Director(s), may, at any time, ride as a "third person" on any of Medic's ambulance units at any time. In exercising this right, such representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Medic's employees in the performance of their duties and shall, at all times, be respectful of Medic's employer/employee relationship.

26.19 Nonrenewal

26.19.1 Medic acknowledges that there is no guarantee that SEMSC will renew Medic's services under a new agreement following expiration or termination of this Agreement or any extension thereof.

26.20 Subcontractor and Assignment

26.20.1 This Agreement may not be assigned or transferred without the express written permission of SEMSC.

26.21 Changes in Ownership

26.21.1 SEMSC, in entering this Agreement, has placed a special value, faith and confidence in Medic's expertise. Such value, faith and confidence constitute substantial consideration and SEMSC relies upon such consideration as a material inducement to enter into this Agreement. Accordingly, the SEMSC Board reserves the right to terminate this Agreement upon one hundred twenty (120) days written notice to Medic if the SEMSC Board reasonably objects to any change in ownership of Medic or transfer of Medic stock in an amount equal to or greater than fifty percent (50%) of such ownership to any persons or entities other than the current shareholders of Medic and their family members. The SEMSC Board, however shall not unreasonably withhold approval of a transfer in ownership if the proposed majority owners can demonstrate substantially equivalent financial strength and experience as Medic.

26.22 Time

26.22.1 Time is of the essence in all terms and conditions of this Agreement and all exhibits made a part thereto.

26.23 Changes and Amendments

26.23.1 SEMSC and Medic may mutually agree to change the scope of services. Any mutually agreed upon changes shall be effective when incorporated in a properly executed written amendment to this Agreement.

26.23.2 No verbal agreements or conversations prior or subsequent to the execution of this Agreement shall affect or modify any of the terms or conditions of this Agreement unless reduced to writing.

26.23.3 SEMSC and Medic agree to negotiate in good faith any substantial changes that may be necessary in this Agreement that would modify the business structure of the Agreement.

26.24 Confidentiality

26.24.1 In accordance to the federal Health Information Portability and Protection Act (HIPPA), Medic and SEMSC shall prevent unauthorized disclosure of names and other patient-identifying information, except for statistical information not identifying a particular patient and shall not use patient specific information for any purpose other than carrying out Medic's obligations under this Agreement.

26.24.2 Medic shall maintain the confidentiality of any information regarding patients (or their families) receiving Medic's services. Without the patient's written permission, Medic shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Agreement and then only to those persons having responsibilities under this Agreement, including those furnishing services under Medic through subcontracts.

26.25 Litigation

26.25.1 Medic shall keep SEMSC informed at all times as to litigation, or reasonable expectations of litigation, insofar as it pertains to Medic's operations under this Agreement or the potential to impact Medic's ability to satisfy the requirements of this Agreement. This requirement is binding until such litigation is resolved or the Agreement expires, whichever event occurs last. However, in no event shall Medic be required to disclose information which is subject to attorney/client privilege or attorney work product privilege. Medic shall provide reasonable information relating to the nature of the claim and any potential liability to SEMSC.

26.26 Contract Commitments

26.26.1 Medic shall not enter into any service contracts for the provision of ALS services within Solano County which extend beyond the date of termination of this Agreement, or extension thereof, except as may be specifically approved in writing by SEMSC. Notwithstanding the above, ALS contracts with terms that subordinate the contract to any SEMSC EOA requirements shall be permissible without the approval of the SEMSC.

26.27 Most Favored Customer

26.27.1 All factors of production employed by Medic in the performance of the work under this Agreement, whether furnished by SEMSC or not, shall be devoted to the work of this Agreement before any other work. Nothing in this contract shall prevent Medic from conducting private work that does not interfere with the requirements of this Agreement.

26.27.2 These "factors of production" include all equipment, supplies, facilities, locally assigned personnel and all other production factors utilized by Medic.

26.28 Child/Adult Abuse

26.28.1 Medic warrants that it is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 *et seq.*) and the Elder Abuse and Dependent Adult Civil

Protection Act (Welfare and Institutions Code section 15600 *et seq.*) requiring reporting of suspected abuse and shall abide by and implement their statutory requirements.

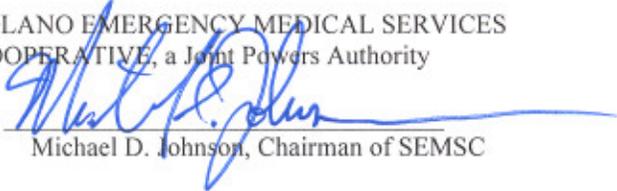
27.0 Entire Agreement

27.1 This Agreement, including any exhibits referenced herein, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by SEMSC, SEMSC or Medic other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

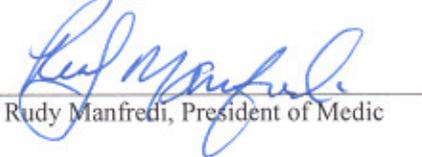
SOLANO EMERGENCY MEDICAL SERVICES
COOPERATIVE, a Joint Powers Authority

By


Michael D. Johnson, Chairman of SEMSC

MEDIC AMBULANCE SERVICES

By


Rudy Manfredi, President of Medic

APPROVED AS TO FORM

By:


Azniv Darbinian
Assistant County Counsel
Attorney for SEMSC

By:

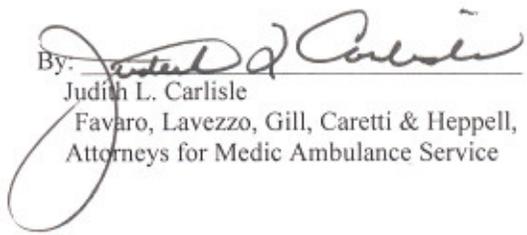

Judith L. Carlisle
Favaro, Lavezzo, Gill, Caretti & Heppell,
Attorneys for Medic Ambulance Service

EXHIBIT A**LIST OF EXCLUSIONS FROM AND CLARIFICATIONS TO MEDIC'S PROPOSAL**

The parties recognize that in developing its bid, Medic provided an all inclusive proposal and that this contract is specific to ALS services and is not an agreement inclusive of CCT and BLS services. Therefore, the parties agree that the following list of items contained in Medic's proposal are to be modified and/or excluded as set forth below from incorporation into the Solano Emergency Medical Services Cooperative Ambulance Service Agreement pursuant to Paragraph 4.1 of said agreement.

1. The Event and Employee Recognition Committee contemplated on page 103 of Medic's proposal shall be excluded. Medic's current Management Team is already fulfilling this obligation and there is no need for the separate committee at this time.
2. The Road Rescue item contemplated on page 128 of Medic's proposal shall be excluded. Medic currently uses In Motion and Zoll Navigation Software that essentially provides the same protection. Medic intended this item to be included for the all inclusive model only.
3. Clarification to the Domestic Preparedness section on page 173 of Medic's proposal: Medic will not be responsible for purchasing any of the PPE equipment funded through HRSA grants that will be used on the HEART Vehicles. In the event that the equipment provided is incomplete, Medic will stock its HEART Vehicle when the equipment is made available.
4. Clarification to the Health & Public Safety Career Fairs section on page 176 of Medic's proposal: Medic will not be required to conduct the career fairs, but will be expected to actively participate in said fairs.
5. Those portions of the deployment chart and posting plans included after page 213 and 215 of Medic's proposal that relate to BLS and CCT shall be excluded.
6. Clarification to the Equipment and Supplies section on page 225 of Medic's proposal: Medic shall not be obligated to lease thirty (30) Leader Type II ambulances.
7. Clarification to the Vehicles section on page 225 of Medic's proposal: Medic units are permitted to continue using the current marking "Solano EMS Cooperative" without adding the word "Member."
8. With reference to the First Responder Program and PPP section commencing on page 251 and continuing through page 272, all provisions therein shall be superseded by the provisions set forth in the Public Private Partnership Agreement.
9. Clarification to the PSAP section on page 284 of Medic's proposal: It is understood by the parties that PSAP is a part of the SAFECOM proposal and not a stand alone obligation.
10. All CCT related provisions on pages 302 through 304 of Medic's proposal are excluded.
11. Clarification of the Patient Safety Summit on page 366 of Medic's proposal: There is no obligation for a stand alone Patient Safety Summit. Medic will incorporate this into EMS Week and/or existing health awareness programs in the event Medic chooses not to make this a stand alone event.
12. Clarification of the Car Seat Inspection Program on page 388 of Medic's proposal:

There is no obligation for a stand alone Car Seat Inspection Program. Medic will incorporate this into EMS Week and/or existing health awareness programs in the event Medic chooses not to make this a stand alone event.

13. Clarification of the VIPs Symposium on page 389 of Medic's proposal: There is no obligation for a stand alone VIPs Symposium. Medic will incorporate this into EMS Week and/or existing health awareness programs in the event Medic chooses not to make this a stand alone event.



**MEDIC AMBULANCE RATES
EFFECTIVE MAY 1, 2010**

ALS EMERGENCY BASE RATE	\$1050.00
ALS NON-EMERGENCY BASE RATE	\$ 900.00
DRY RUN (EKG USED, ON SCENE 10 MIN., NO TRANSPORT).....	\$ 500.00
MILEAGE.....	\$ 23.00/MILE
NIGHT CALL (7:00PM-7:00AM)	\$ 94.50
OXYGEN.....	\$ 80.00
EKG HEART MONITOR.....	\$ 135.00
SPINE BOARD/SCOOP STRETCHER.....	\$ 40.50
K.E.D.....	\$ 54.00
SPLINTS (HARE TRACTIONS, DISPOSABLE, ETC.).....	\$ 40.50
CERVICAL COLLAR/HEAD REST.....	\$ 54.00
BANDAGES (TRIANGLE, TRAUMA, ETC.).....	\$ 40.50
ICE PACKS/HOT PACKS	\$ 10.00
RESTRAINT CHARGE	\$ 33.75
INTUBATION TUBING	\$ 81.00
OB DELIVERY KIT	\$ 81.00
DECONTAMINATION	\$ 40.50
IV W/NEEDLE SETUP	\$ 40.50
GLUCOMOTOR	\$ 33.75
BAG VALVE MASK	\$ 33.75
PULSOXIMETER	\$ 67.50
COMBITUBE	\$ 108.00
CPAP.....	\$ 150.00
BONE INJECTOR GUN	\$ 75.00

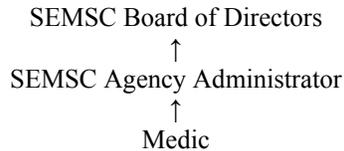
* Individual medications will be billed separately as applicable

ADMINISTRATION OFFICE
506 COUCH STREET
VALLEJO, CA 94590
TEL: 707-644-1761
FAX: 707-644-1784

EXHIBIT C
DISPUTE RESOLUTION AND APPEAL PROCEDURE

1.1 SEMSC shall utilize a multi-layered system to enforce the terms and conditions of the Agreement. This system shall also be available to Medic to enforce its right under this Agreement and appeal any decision, fine, or penalty made by the SEMSC Agency.

1.1.1 The hierarchy to be employed by the SEMSC to enforce this Agreement is as follows:



1.2 Both Medic and the SEMSC Agency may bring any matter pertaining to its operation and the terms and conditions of this Agreement, including allegations of minor breach, before the SEMSC Agency Administrator for resolution. Appeal of the SEMSC Administrator's decision shall then proceed as set forth below:

1.2.1 Medic may submit a written request outlining its disagreement with and providing evidence it feels refutes a decision made by the SEMSC Agency. The SEMSC Agency Administrator shall review the circumstances to determine that the grounds are sufficient to justify the SEMSC Agency's challenged decision. The SEMSC Agency Administrator shall provide to Medic within fifteen (15) days of the mailing of Medic's request, a written decision of his or her findings outlining the grounds and justification for his or her decision, which shall also directly address the specific concerns and evidence submitted by Medic.

1.2.2 Medic may appeal a decision by the SEMSC Agency Administrator to the SEMSC Board of Directors by mailing a written request for a formal hearing with the SEMSC Board of Directors within fifteen (15) days from the receipt of the SEMSC Agency Administrator's written decision. Upon receipt of the written request for a hearing, the SEMSC Board of Directors shall set a date and time for a hearing to be held within thirty (30) days of the receipt of said request. The SEMSC Board of Directors shall send Medic notice of the date, time and location for the hearing by first class mail at least fifteen (15) days prior to the hearing date. At the hearing, the SEMSC Board of Director shall consider all evidence related to the challenged decision. Upon conclusion of the hearing, the SEMSC Board of Directors shall issue a decision regarding the underlying challenged decision. This decision shall be final subject to the provisions of Paragraph 1.3 below.

1.3 Except as provided herein, upon completion of the appeal process outlined herein, neither party shall thereby be precluded from pursuing any other legal or equitable remedies that may be available to it.