



**CENCAL Fire and EMS Authority
Board of Directors**

REGULAR MEETING
September 14, 2026
4:00 p.m. OPEN SESSION
Stockton City Hall
501 W. Weber Ave., Building 1, First Floor
Stockton, California 95203

1. MEETING COMMENCEMENT

- 1.1. Roll Call
- 1.2. Pledge of Allegiance

2. PUBLIC COMMENT

The public is invited to speak on any matter not appearing on the agenda, and within the subject matter jurisdiction of the Authority. Comments should be limited to three minutes. Please state your name and address for the record.

3. CONSENT AGENDA

- 3.1. MEETING MINUTES FOR JULY 13, 2026 REGULAR MEETING
- 3.2. MONTHLY PERFORMANCE REPORT – JULY/AUGUST 2026

4. REGULAR AGENDA

- 4.1. AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH NETWORK PROVIDERS, LLC FOR CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES AMBULANCE TRANSPORT REIMBURSEMENT

5. ANNOUNCEMENTS

- 5.1. Fire Chief Comments
- 5.2. Future Agenda Items
- 5.3. Board of Directors Comments

6. ADJOURNMENT

Americans With Disabilities Act - The CENCAL Fire and EMS Authority ("Authority"), in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access, attend and/or participate in Authority Board meetings due to a disability, to please contact the Authority's Administrator's office, (209) 831-6737, at least one business day prior to the scheduled Authority Board meeting to ensure that we may assist you.

Addressing the Board on Items on the Agenda - The Brown Act provides that every regular meeting shall provide an opportunity for the public to address the Authority on any item within its jurisdiction before or during the Authority's consideration of the item, provided no action shall be taken on any item not on the agenda.

Consent Calendar - All items listed on the Consent Calendar are considered routine and/or consistent with previous Authority direction. A motion and roll call vote may enact the entire Consent Calendar. No separate discussion of Consent Calendar items will occur unless members of the Authority Board, Authority staff or the public request discussion on a specific item at the beginning of the meeting

Addressing the Board on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. Members of the public addressing the Council should state their names and addresses for the record, and for contact information.

Staff reports or other written materials relating to each item of business referred to on this agenda are on file in the Administrator's Office at the South San Joaquin County Fire Authority, located at 835 N. Central Avenue, City of Tracy, CA. A public counter copy is available for public inspection and reproduction during normal business hours at the Administrator's Office. Related materials submitted after distribution of the agenda packet are available in the Administrator's Office during normal business hours. If you have questions regarding any agenda item, please contact the Administrator. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the Authority Board and distributed subsequent to distribution of the agenda packet will be made available for public inspection in the Administrator's Office during normal business hours.

Note: This agenda was prepared and posted pursuant to Government Code Section 54954.2. This agenda is subject to amendment up to 72 hours prior to the date and time set for the meeting. Please refer to the agenda posted at the Administrator's Office and Stations listed below for any revisions or call the Administrator's Office at (209) 831-6737 for more information.

I hereby certify that this agenda in its entirety was posted on September 11, 2026 at the South San Joaquin County Fire Authority Administration offices, Lodi Fire Department Administration Offices, Stockton Fire Administration Offices, Stockton City Hall, and online at www.cencalfire.org.

Nicole Boswell

Nicole Boswell, Clerk of the Board

Item 3.1

CENCAL Fire and EMS Authority Board of Directors

REGULAR BOARD MEETING MINUTES July 13, 2026

1. MEETING COMMENCEMENT

- 1.1. The Board of Directors convened in Open Session at 4:06 P.M. on July 13, 2026 in-person at Stockton City Hall – Council Chambers, 501 W. Weber Ave., Building 1, First Floor – Stockton, CA 95203.
- 1.2. Roll Call found Mikey Hothi (Vice-Chairperson), Michelle Padilla (Alternate for Christina Fugazi), and Dotty Nygard (Alternate for Chairman Jeff Ramsey) present.
- 1.3. Pledge of Allegiance

2. PUBLIC COMMENT

Chairperson Ramsey opened the floor for Public Comment. There was no comment from the public.

3. CONSENT AGENDA

3.1. MEETING MINUTES FOR JUNE 8, 2026 REGULAR MEETING

There were no questions or comments from the public, Board or staff.

ACTION: Motion was made by Director Padilla and seconded by Director Nygard to approve Item 3.1. Said motion carried a unanimous 3 – 0 vote in favor; passed and so ordered.

4. REGULAR AGENDA

4.1. RECEIVE AND FILE THE MONTHLY PERFORMANCE REPORT

Lenard Gutierrez, Director of Zone X, presented the staff report and provided an overview of the monthly data reviewed in the performance report. He reviewed the details of the data for May and June, and discussed volumes by Zone.

Discussion ensued amongst the Board and staff regarding tracking patients, Patient Care Reports (PCR), and positive feedback received from the community.

There were no questions or comments from the public or staff.

ACTION: Motion was made by Director Padilla and seconded by Director Nygard to accept the monthly performance report. Said motion carried a unanimous 3 – 0 vote (Ayes: Hothi, Padilla, and Nygard) in favor; passed and so ordered.

4.2. AMBULANCE PATIENT OFFLOAD TIMES (APOT) UPDATE

Ken Johnson, Fire Chief of the Lodi Fire Department, presented the staff report and provided an update regarding APOT times.

Discussion ensued amongst the Board and staff to clarify the start of the 20-minute clock, average time for county, and process to report trends.

There were no questions or comments from the public or staff.

ACTION: Motion was made by Director Padilla and seconded by Director Nygard to accept the update on Ambulance Patient Offload Times (APOT). Said motion carried a unanimous 3 – 0 (Ayes: Hothi, Padilla, and Nygard) vote in favor; passed and so ordered.

4.3. IMPLEMENTATION OF SAN JOAQUIN COUNTY EMS AGENCY POLICY NO. 5201 – MEDICAL PATIENT DESTINATION

Chief Johnson presented the staff report, provided an overview of the item and reviewed the difference of implied vs. expressed consent, caveats, and hospital specialties.

Representatives from Dameron Hospital were in attendance and provided public comment. They introduced themselves and discussed the ways that Dameron is committed to continuing to improve partnerships for EMS, wait times and offload times.

Director Hothi advised he had the opportunity to tour Dameron a few weeks prior and wanted to give them an opportunity to introduce themselves and collaborate with the Board. Chief Johnson added that he also toured the facility and is impressed with their collaboration efforts.

There were no questions or comments from the public or staff.

ACTION: Motion was made by Director Padilla and seconded by Director Nygard to approve the implementation of San Joaquin County EMS Agency Policy No 5201 – Medical Patient Destination. Said motion carried a unanimous 3 – 0 (Ayes: Hothi, Padilla, and Nygard) vote in favor; passed and so ordered.

4.4. ACCEPTANCE OF THE 2025 – 2026 SAN JOAQUIN COUNTY CIVIL GRAND JURY REPORT – SAN JOAQUIN COUNTY EMS: A SYSTEM RE-IMAGINED: THE FUTURE OF EMS IN SAN JOAQUIN COUNTY

Chief Bradley presented the staff report, and provided history on the Grand Jury Presentation and subsequent report. He advised the Board that it overall was a positive experience to explain CENCAL's mission and gained support from the Grand Jury. He further advised that although no response is required, staff recommends the Board adopt a Resolution acknowledging the report has been reviewed and that the Board agrees with the findings of the report.

There were no questions or comments from the public or staff.

ACTION: Motion was made by Director Padilla and seconded by Director Nygard to adopt a resolution accepting the 2025 – 2026 San Joaquin County Civil Grand Jury Report – San Joaquin County EMS: A system re-imagined: The Future of EMS in San Joaquin County. Said motion carried a unanimous 3 – 0 (Ayes: Hothi, Padilla, and Nygard) vote in favor; passed and so ordered.

5. ANNOUNCEMENTS

5.1. Fire Chief Comments

Chief Johnson provided an update to the Board on the data for EMS system enhancements. He reviewed the collaboration and working groups with the County, EMS, Dispatch and fire agencies.

Chief Bradley thanked the Board for their support.

5.2. Future Agenda Items

There were no additional future agenda items requested.

5.3. Board of Directors Comments

There were no comments from the Board of Directors.

6. ADJOURNMENT: 4:46 P.M.

ACTION: Motion was made by Director Padilla and seconded by Director Nygard to adjourn. Said motion carried a unanimous 3 – 0 vote (Ayes: Hothi, Padilla, and Nygard) in favor; passed and so ordered.

The above agenda for the Regular Meeting was posted on July 10, 2026 at the South San Joaquin County Fire Authority's Administration Building, Lodi Fire Department Administration Offices, Stockton Fire Administration Offices, Stockton City Hall, and online at www.cencalfire.org.

ATTEST:

APPROVED:

Nicole Boswell
Clerk of the Board

Mikey Hothi
Vice-Chairperson of the Board



CENCAL FIRE & EMS AUTHORITY EXECUTIVE DIRECTOR’S REPORT JULY - AUGUST 2026

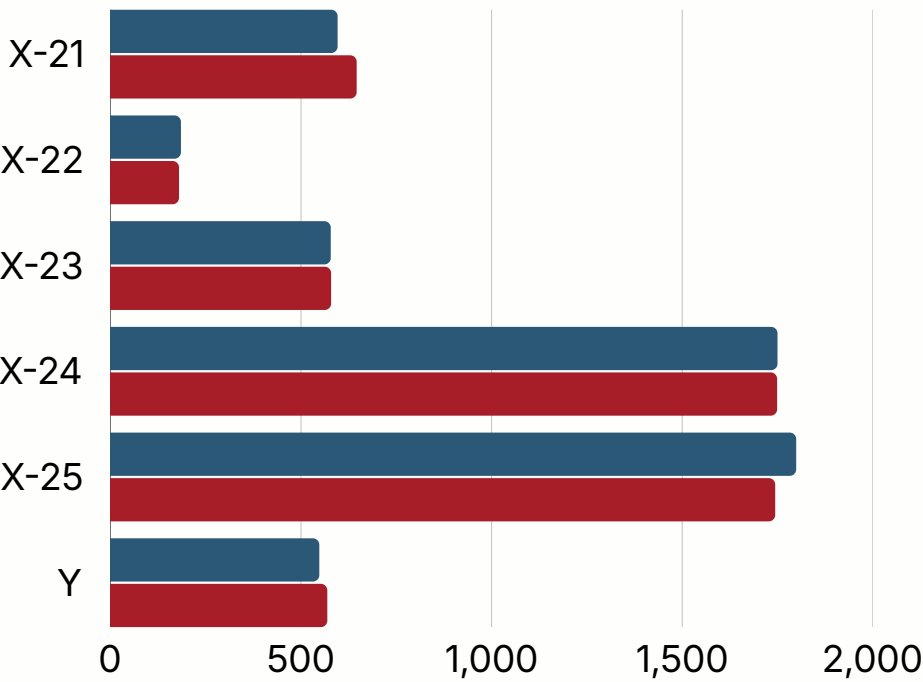
7,082
July
Incidents
228 Per Day

5,456
July
Transports
176 Per Day

7,191
August
Incidents
232 Per Day

5,467
August
Transports
176 Per Day

Transport Volume by Zone



Transport Rate by Zone

Zone	July	August
X-21	80%	80%
X-22	70%	64%
X-23	79%	77%
X-24	78%	78%
X-25	75%	74%
Y	69%	68%



*Data Source: San Joaquin County EMS Agency OCU₄ Reports (FirstWatch). Data extracted 9/10/2026.

CENCAL Fire and EMS Authority

835 Central Avenue, Tracy, CA 95376 | Tel: (209)831-6702 Fax: (209)831-6732

STAFF REPORT

TO: Board of Directors **MEETING DATE:** September 14, 2026

PREPARED BY: John Driscoll, Fire Services Administrator
REVIEWED BY: Randall Bradley, Fire Chief
Bryan Carr, Fire Chief
Ken Johnson, Fire Chief

ITEM: AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH NETWORK PROVIDERS, LLC FOR CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES AMBULANCE TRANSPORT REIMBURSEMENT

RECOMMENDATION

Staff recommends the Board of Directors adopt a Resolution:

1. Authorizing the Executive Director to execute the Letter of Agreement between CENCAL Fire and EMS Authority and Network Providers, LLC for reimbursement of ambulance transportation services provided to eligible California Department of Corrections and Rehabilitation patients; and
2. Authorizing the Executive Director to take all actions and execute all documents necessary to carry out the purpose and intent of this Resolution.

BACKGROUND

CENCAL Fire and EMS Authority (CENCAL) provides emergency ambulance transportation services within its designated Exclusive Operating Areas (EOAs) pursuant to its Emergency Ambulance and Dispatch Services Agreement with the County of San Joaquin. This includes emergency ambulance transports originating from California Department of Corrections and Rehabilitation (CDCR) facilities located within CENCAL's service area.

California Correctional Health Care Services (CCHCS) administers health care for individuals in CDCR custody and is responsible for payment for covered medical services. Network Providers, LLC (NPLLC) performs provider contracting and claims-pricing functions on behalf of CCHCS. The proposed Letter of Agreement is between CENCAL, as the ambulance service provider, and NPLLC on behalf of the CCHCS provider network.

The proposed agreement does not expand CENCAL's EOA or create a new obligation to provide emergency ambulance services. CENCAL is already responsible for providing emergency ambulance services within its EOA, including responses originating from CDCR facilities located within the service area.

DISCUSSION

The County of San Joaquin, through the local emergency medical services system, establishes CENCAL's EOA, designates the authorized ambulance provider, and approves the rates CENCAL may charge for ambulance services. This local authority governs the operation of the EMS system

and CENCAL's provision of ambulance services; it does not determine the amount the State of California must reimburse for medical services provided to individuals in CDCR custody.

CDCR is a State agency, and the Legislature has separately established the reimbursement framework applicable to ambulance services provided to individuals in CDCR custody. California Penal Code section 5023.5 provides that, in the absence of a contract, an ambulance provider serving CDCR is reimbursed at the applicable Medicare Fee Schedule rate. Accordingly, while CENCAL's County-approved ambulance rates are substantially higher than Medicare rates, those rates do not establish CDCR's payment obligation. CENCAL currently receives reimbursement at the applicable Medicare rate for these transports.

The proposed Letter of Agreement increases reimbursement to the lesser of 120 percent of the applicable Medicare allowable amount or 100 percent of CENCAL's allowed charges. Because CENCAL's approved ambulance rates exceed 120 percent of the applicable Medicare rates, reimbursement under the agreement is expected to be 120 percent of the Medicare allowable amount.

FISCAL IMPACT

Approval of the agreement will increase reimbursement for qualifying CDCR ambulance transports from 100 percent to 120 percent of the applicable Medicare allowable amount. The Medicare allowable amount varies by transport based on the applicable Healthcare Common Procedure Coding System (HCPCS) level of service, geographic adjustment, mileage, and other applicable Medicare Ambulance Fee Schedule components. Actual additional revenue will depend on the number and type of qualifying transports.

ATTACHMENTS

1. Resolution authorizing the Executive Director to enter into a Letter of Agreement with Network Providers, LLC for California Correctional Health Care Services Ambulance Transport Reimbursement

EXHIBITS

- A. Letter of Agreement between Network Providers, LLC and CENCAL Fire and EMS Authority

Attachment 1

RESOLUTION NO. 2026-14

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENCAL FIRE AND EMS AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A LETTER OF AGREEMENT WITH NETWORK PROVIDERS, LLC FOR CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES AMBULANCE TRANSPORT REIMBURSEMENT

WHEREAS, the CENCAL Fire and EMS Authority (“CENCAL”) provides emergency ambulance transportation services within its designated Exclusive Operating Areas pursuant to its Emergency Ambulance and Dispatch Services Agreement with the County of San Joaquin; and

WHEREAS, CENCAL provides emergency ambulance transportation services to individuals in the custody of the California Department of Corrections and Rehabilitation (“CDCR”) when such services originate within CENCAL’s service area; and

WHEREAS, California Correctional Health Care Services (“CCHCS”) administers health care for individuals in CDCR custody, and Network Providers, LLC (“NPLLC”) performs provider contracting and claims-pricing functions on behalf of CCHCS; and

WHEREAS, California Penal Code Section 5023.5 establishes reimbursement requirements for ambulance services provided to CDCR and provides for reimbursement at the applicable Medicare Fee Schedule rate in the absence of a contract; and

WHEREAS, the proposed Letter of Agreement with NPLLC establishes reimbursement for qualifying ambulance services at the lesser of 120 percent of the applicable Medicare allowable amount or 100 percent of CENCAL’s allowed charges; and

WHEREAS, entering into the proposed Letter of Agreement will increase reimbursement for qualifying CDCR ambulance transports without expanding CENCAL’s Exclusive Operating Areas or its existing obligation to provide emergency ambulance services within its service area.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the CENCAL Fire and EMS Authority does hereby:

1. Authorize the Executive Director to execute the Letter of Agreement between the CENCAL Fire and EMS Authority and Network Providers, LLC for reimbursement of ambulance transportation services provided to eligible California Department of Corrections and Rehabilitation patients; and
2. Authorize the Executive Director to take all actions and execute all documents necessary to carry out the purpose and intent of this Resolution.

IT IS HEREBY CERTIFIED that the above and foregoing resolution was passed and adopted by the Board of Directors of the CENCAL Fire and EMS Authority at its regular meeting held on the 14th day of September 2026, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

APPROVED:

Nicole Boswell, Clerk of the Board

Jeff Ramsey, Chairperson of the Board

Exhibit A

LETTER OF AGREEMENT
Between
Network Providers, LLC
And
CENCAL Fire and EMS Authority

This Letter of Agreement ("LOA" or "Agreement") is between Network Providers, LLC ("NPLLC") and **CENCAL Fire and EMS Authority** ("Provider") for ambulance services rendered between the dates of **09/15/2026-09/30/2027.**

1. DEFINITIONS

1.1 California Department of Corrections and Rehabilitation (CDCR). The State of California Department of Corrections and Rehabilitation, authorized by Penal Code, Section 5000 et seq., and the CCR, Title 15, to maintain the custody and care of California's institutionalized public offenders.

1.2 California Correctional Health Care Services (CCHCS). The entity responsible for medical care treatment, performance and decisions, and is responsible for paying Participating Providers for Covered Services rendered to Patient.

1.3 CDCR Medical Standards of Care. The official CDCR health care policy document used by the CDCR Health Care Managers, Chief Medical Officers (HCM/CMO) and Chief Physicians/Surgeon (CPS) to distinguish the parameters of the delivery of health care services and treatment to the State of California adult inmates and Youths.

1.4 Complete Claim. A Complete Claim means a claim or portion thereof, if separable, including attachments and supplemental information or documentation, which provides reasonably relevant information as defined by applicable State or federal statutes and regulations, and which is submitted by Provider directly to CCHCS' Third Party Administrator ("TPA"), such that the claim may be processed by the TPA and NPLLC without requiring any additional information from Provider or from a third party.

1.5 Emergency. The immediate care or treatment necessary to prevent death, severe or permanent disability or to alleviate severe pain, including medically necessary crisis intervention for inmates suffering from situational crisis or acute episodes of mental illness, in accordance with CCR, Title 15. Emergency services shall be available on a 24 hour per day basis for each prison.

1.6 Paramedic Field Report (PFR). A recapitulation of significant findings and events during the patient's transportation, medical information describing what happened to cause or resulted from the Patients medical situation. The PFR shall include, but not limited to the following information: dispatch times, transport times, incident location, incident outcome; chief complaint, and patient information including age, name, gender, patient assessment, medical history, medical interventions, refusal form and paramedic and EMT-I identifiers.

1.7 Patient. is (1) an adult incarcerated public offender; or (2) an adult incarcerated offender living in a community-based reentry program.

1.8 Prior Authorization. The required advance authorization approval granted by the CMO/HCM/CPS or his/her designated representative for the rendition of Covered Services.

1.9 State. The State of California.

2. SERVICE DELIVERY OBLIGATIONS

2.1 Ensure availability to Patients twenty-four (24) hours per day, seven (7) days per week on an Emergency basis; Provider must provide and maintain 24-hour designated dispatch center and provide the Institutions/CCHCS with all necessary telephone numbers, pager numbers and/or cellular telephone numbers necessary for dispatch. Telephone answering services must be answered by an individual in real time, with the ability to dispatch transport services.

2.2 Provider shall notify CCHCS at least twenty-four hours in advance of interruptions in scheduled services if unable to provide services for reasons other than illness of provider staff members, or immediately provide alternative medical service replacement to avoid disruption of service. Provider shall ensure availability of Patients twenty-four (24) hours per day, seven (7) days per week on an Emergency basis. Wait time shall not exceed thirty (30) minutes after scheduled appointment in a Provider's office and scheduling wait time for routine appointments for special care shall not exceed sixty (60) days.

2.3 Provider shall provide medical services at the request of the CDCR institutions' HCM/CMO/CPS or designee and must obtain written Prior Authorization as required, excluding Emergency, from the respective CDCR institution's HCM/CMO/CPS or their designee. Provider shall complete and return all forms regarding treatment of Patient. Provider shall obtain additional authorization from CCHCS before performing any non-emergency specialty treatment, consultations by specialty physicians, diagnostic procedures not specifically stated in the CCHCS Prior Authorization form and any excluded conditions specifically listed in California Code of Regulations (CCR), Title 15, Division 3, Chapter 1, Subchapter 4, Article 8, Section 3350.1.

2.4 As required by law, CDCR retains full authority to determine the manner in which a Patient is transported to the CDCR institutions or transferred to other health care facilities, after course of treatment or therapy has been implemented or completed. Unless there is a need for Emergency services, Provider shall not transfer the Patient without written Prior Authorization from the CDCR institution's HCM/CMO/CPS or their designee.

2.5 CCHCS or its administrator shall not render payment for services that do not have Prior Authorization from CCHCS or its administrator and it is the responsibility of the Provider to obtain Prior Authorization before performing any non-Emergency procedures. Except in an Emergency, Provider shall coordinate all referrals for Patient for Covered Services through CCHCS or their designee. For purposes of this Agreement, any request for ambulance services made to Provider's dispatch center by CDCR/CCHCS or their designee shall constitute Prior Authorization for Provider's response and services.

2.6 Provider shall ensure that availability for support of all referrals for transport services shall be consistent with the urgency of the medical need as determined by the primary care team. Services shall be delivered at the time scheduled in accordance with local EMS guidelines. In the event there is to be a delay which may interrupt the services being delivered it must be reported to the institution's HCM/CEO/CMO/CPS or their designated representative.

2.7 Provider shall transport at least one (1) controlling CDCR correctional officer (CO) and Patient to a CDCR/CCHCS contracted community hospital, except in cases of life-threatening emergencies and community hospital emergency room diversions. If an emergency or diversion to a non-contracted community hospital occurs, the Provider must verbally notify the HCM/CEO/CMO/CPS or their designee within one hour of occurrence. Provider must provide written justification for the diversion to the HCM/CEO/CMO/CPS or designee by fax or email within twenty-four (24) hours of the transport. Failure to notify and provide written justification for the diversion to the HCM/CEO/CMO/CPS or their designee may result in a denial for the diversion of payment of the transport. Email notification to HCM/CEO/CMO/CPS or their designee is sufficient for written notice.

2.8 Insurance. Both parties shall maintain separate policies of comprehensive general liability and professional liability insurance in amounts necessary to insure their respective officers, employees, and

agents against any claim or claims for damages arising from personal and property injuries or death occasioned in connection with the performance of their respective duties under this LOA.

2.9 Accreditation, Certification, Licensure. Provider warrants that it currently maintains the necessary accreditations, certifications and licenses required to provide the LOA Services.

2.10 Audits and Adjustments. Provider agrees to allow NPLLC or State or federal agencies as applicable, reasonable access to Patient's medical and billing records, in accordance with applicable law. The parties' obligations under this paragraph shall survive the termination of this LOA.

2.11 Provider shall immediately notify the HCM/CEO/CMO/CPS or their designee in the event of a Patient death while under their care. The attending health care service provider(s) will discuss with the CDCR institutions HCM/CEO/CMO/CPS or their designee, the appropriateness/need for a post-mortem. Both parties shall mutually agree upon the decision for an autopsy, prior to or in conjunction with the Coroner's/Medical Examiner's Office. Both parties agree that the decision for necessity of an autopsy remains with the Coroner's/Medical Examiner's Office.

2.12 Provider shall inform CCHCS immediately if the Provider is unable to respond in accordance with the local EMS agency timeframes to CCHCS' request for ambulance services. NPLLC or CCHCS reserves the right to arrange for alternative ambulance services in the event that the Provider is unable to respond within the local EMS timeframes or is unable to provide services in accordance with the agreed upon terms of the Agreement. If an alternative ambulance service is used, charges in excess of the Provider's rates will be deducted from the Provider's subsequent billings.

2.13 Provider agrees to respond to all calls within the timeframes specified by the local EMS agency standards. The response time to the institution shall not exceed EMS timeframes for non-emergency 911. ambulance service.

2.14 Provider shall provide the minimum pre-hospital emergency care personnel per ambulance as required by the local EMS.

2.15 During an institutional emergency and at the request of the HCM/CEO/CMO/CPS or their designee, Provider Agrees to provide one (1) or more ALS vehicles on a standby basis. Should Provider be asked to provide a standby vehicle to cover an institutional emergency, CDCR/CCHCS may be charged an hourly rate. CDCR/CCHCS and Provider will agree upon an hourly rate at the time of request. Provider will invoice CDCR/CCHCS hourly standby services. Provide shall include one invoice per CDCR institution, where standby services are rendered. All invoiced services will be billed monthly by tenth of the month following standby services:

California Correctional Health Care Services
Healthcare Invoicing Branch
Building D, Second Floor
P.O. Box 588500
Elk Grove, CA 95758

Complete Claims for individual Patient transports will be submitted in accordance with section 3 below.

2.16 Upon request and prior to providing services, Provider shall submit to CCHCS and/or NPLLC a listing of all personnel designated for assignment to CDCR/CCHCS. The list shall include the EMT and/or their Paramedic License number and expiration date.

2.17 Provider agrees to submit the Paramedic Field Report to HCM/CEO/CMO/CPS or designee within 24 hours (including information on the hospital, facility, or institution to which the Patient was transferred).

3. COMPENSATION

3.1 PROFESSIONAL COMPENSATION

Subject to the terms of this LOA, including without limitation the Payment Conditions set forth below NPLLC shall price and shall direct CCHCS or its administrator to pay and Provider shall accept as payment in full for medically necessary, emergency ambulance response and 9-1-1 transport Services delivered under the Prison Healthcare Provider Network Project at the lesser of: (i) **120%** of Provider's Medicare allowable amounts current on date Contracted Services are rendered, or (ii) 100% of Provider's Allowed Charges.

3.2 Payment Conditions.

3.2.1 Provider shall utilize valid CPT/HCPCS/ICD diagnosis codes, or successor codes, when submitting complete claims for LOA Services under this LOA. The parties acknowledge that applicable coding agencies periodically issue coding modifications. Such modifications may be implemented by NPLLC within sixty (60) days of the date NPLLC receives the modification from the applicable coding agency. The parties agree that in the event such coding modifications have the effect of changing a payment amount in this LOA, the resulting payment amount change shall be effective on a prospective basis.

3.2.2 Provider agrees to adhere to NCCI edits and CMS/Medicare billing and compensation guidelines for all services.

3.2.3 The transport rate shall be applicable per transport. Should a specific Patient require two separate transports the same day, two transport rates shall be paid.

3.2.4 Specific Ambulance Services shall include, as appropriate/applicable:

- a. BLS services shall include emergency and non-emergency first aid and cardiopulmonary resuscitation (CPR) procedures to maintain life, without employing invasive techniques, and other procedures as defined in California Code of Regulations (CCR), Title 22, Division 9, Chapter 2, Article 2, Section 100063, until the Patient reaches the facility or until ALS services are available.
- b. ALS Level I services, if required, shall include definitive pre-hospital Emergency and non-Emergency medical care including, but not limited to: CPR, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of approved pre-hospital care drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel in accordance with CCR, Title 22, Division 9, Chapter 4, Article 2, Section 100145.
- c. ALS Level II services, if required, shall include definitive pre-hospital Emergency and non-Emergency medical care including, but not limited to the administration of at least three different medications and/or the provision of one or more of the following ALS procedures: Manual defibrillation/cardioversion, endotracheal intubation, central venous line, cardiac pacing, chest decompression, surgical airway, or intraosseous line.
- d. SCT/CCT services, if required, shall include where medically necessary, in a critically injured or ill Patient, a level of inter-facility service or hospital-to-hospital ground transportation provided beyond the scope of the Paramedic as defined in the National EMS Education and Practice Blueprint. This service shall be necessary when a Patient's condition requires ongoing care that must be provided by one or more health professionals in an appropriate specialty area (nursing, medicine, respiratory care, cardiovascular care, or a paramedic with additional training).

3.2.5 Performance Requirements under this Agreement include but are not limited to the following:

- (a) Provider shall provide all necessary routine and Emergency ground ambulance services and all labor, supplies, licenses, permits, equipment, transportation, pre-hospital emergency care personnel and every other item of expense required to transport acutely ill or injured Patient as required by CCHCS and/or NPLLC.

(b) As a component of providing Ambulance Service, Provider agrees that its ambulance vehicles will be staffed as stated in payment conditions below. Further, in providing such services, Provider agrees to comply with all applicable Federal, State and local laws and regulations governing the delivery of emergency medical services.

4. FINANCIAL OBLIGATIONS

NPLLC shall price and shall direct CCHCS or its administrator to make payment to Provider for LOA Services in accordance with this LOA.

NPLLC shall price and Provider shall accept from CCHCS or its administrator, as payment in full for LOA Services, the rates payable by CCHCS under the terms and conditions of this LOA (including the payment conditions and other provisions set forth herein.) Any overpayment, inaccurate payment or other payment error made by CCHCS or pricing errors made by NPLLC, shall not be deemed or construed or otherwise operate to change the payment terms or rates provided for under this LOA. CCHCS and not NPLLC shall be solely responsible to reimburse Provider.

4.1 Billing. Provider shall submit complete claims directly to CCHCS or its administrator, via CCHCS or its administrator's electronic claims submission program or hardcopy as determined by CCHCS, within one hundred twenty (120) days after Provider renders LOA Services or after discharge to the following address along with a copy of this LOA:

**Correct Care Integrated Health
PO Box 349026
Sacramento, CA 95834-9026**

If Provider fails to comply with the timely claims submission/filing requirements set forth herein, NPLLC or CCHCS shall have no obligation to pay for such claims, and Provider shall be prohibited from billing the Patient. Provider agrees that NPLLC, CCHCS or their designees shall have the right to determine the accuracy of all complete claims submitted to it prior to payment, including verification of diagnostic codes, DRG assignment, and whether Provider has delivered the LOA Services in good faith and pursuant to the terms of an applicable Prior Authorization.

Pursuant to the LOA, CCHCS shall make payment on each of Provider's timely-submitted complete claims in accordance with this LOA and pursuant to the timeframes, procedures and other requirements of applicable State and federal law. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In no event shall NPLLC be under any obligation to pay Provider for any claim or expense, which is the responsibility CCHCS.

5. GENERAL PROVISIONS

5.1 Confidentiality. Except as required by law, neither party shall disclose to any third party the compensation rates, policies, procedures or any other information pertaining to this LOA without the prior written consent of the other party.

5.2 Dispute Resolution

5.2.1 Contract Disputes between Provider and NPLLC.

If Provider has a dispute on any issue with NPLLC, Provider shall first submit any such disputes to CCHCS as set forth herein. Once CCHCS determines a dispute is NPLLC's responsibility, CCHCS shall forward such dispute to NPLLC who shall then follow the steps set forth herein.

Notwithstanding the foregoing, NPLLC shall only be responsible to address any Provider dispute that involves the terms of this LOA or the repricing of Provider's claims.

(i) Meet and Confer Process:

Initiation: If the parties are unable to resolve any dispute through applicable NPLLC internal appeal processes, if any, the parties agree to meet and confer within thirty (30) days of a written request by either party in a good faith effort to informally settle any dispute. The parties each agree and understand that the meet and confer requirements set forth herein may be satisfied only by meeting each of the following requirements: (a) an actual meeting must occur between executive level employees of the parties who have authority to resolve the dispute and are each prepared to discuss in good faith the dispute and proposed resolution(s) to the dispute, and (b) such meeting may take place either in person or on the telephone at a mutually agreeable time, and (c) unless otherwise mutually agreed by the parties, neither party is allowed to have legal counsel present at the meeting or to substitute legal counsel for the executive level employee, and (d) such meeting and all related discussions between the parties shall be treated in the same manner as confidential protected settlement discussions under the State Rules of Civil Procedure.

5.3 Dispute Resolution between Provider and CCHCS. If Provider has a dispute on any issue with CCHCS or which is determined to be CCHCS' responsibility, Provider shall follow the following process(es):

- 5.3.1 Verbal Appeal.** Provider can verbally appeal disputes to the CCHCS Medical Contracts Section Chief, if Provider was unable to resolve the problem by informal discussion. Provider will be contacted within five (5) working days of the request with the date and time of telephone conference with the CCHCS Medical Contracts Section Chief to attempt to resolve the issues verbally.
- 5.3.2 Informal Appeal.** If the issue is not resolved at the verbal appeal level, Provider shall file, within thirty (30) working days, an informal written appeal specifying: the issue(s) of dispute, legal authority, or other basis for Provider's position, supporting evidence, and remedy sought, with the CCHCS Medical Contracts Deputy Director, and provide a photocopy to the CDCR Section Chief. CCHCS Medical Contracts Deputy Director shall make a determination on the issue and respond in writing within thirty (30) working days of receipt of the informal appeal, indicating the decision reached. Provider shall be notified if an extension of time is necessary.
- 5.3.3 Formal Appeal.** Should Provider disagree with the informal appeal decision, or no written decision has been issued from CCHCS after thirty (30) calendar days, or other mutually agreed extension, Provider shall submit, within ten (10) working days after Provider's receipt of the decision of the informal appeal, to the CCHCS Medical Contracts Deputy Director, written notification indicating why the informal appeal decision is unacceptable, along with a copy of the original statement of dispute and a copy of Deputy Director's response. The Director, or his or her designee, may meet with Provider to review the issues within twenty (20) working days of the receipt of Provider's notification and shall provide Provider with written notification of the decision within forty five (45) working days from the receipt of the formal appeal.
- 5.3.4 Further Resolution.** If the dispute is not resolved by the formal appeal process to the Contractor's and/or its Network Provider's satisfaction, or no written decision has been issued from CCHCS after thirty (30) calendar days, or other mutually agreed extension, Contractor and/or its Network Provider may thereafter pursue its right to institute other dispute resolution process(es), if any, available under the laws of the State of California.
- 5.3.5** If Provider pursues an appeal with NPLLC which lies within the jurisdiction of CCHCS and should have been filed or lodged with CCHCS, NPLLC shall forward the appeal on to CCHCS, with notice to the Provider, and all further communications relating to that appeal shall be between Provider and CCHCS.

5.3.6 Legal Recourse. Nothing in this agreement shall prohibit Provider from exercising its right to appeal decisions in a court having jurisdiction.

5.4 Governing Law. This LOA shall be governed by and construed and enforced in accordance with the laws of the State, except to the extent such laws conflict with or are preempted by any Federal law, in which case such federal law shall govern. NPLLC is subject to the requirements of various local, State, and federal laws, rules and regulations. Any provision required to be in this LOA by any of the above shall bind Provider and NPLLC whether or not expressly set forth.

5.5 Indemnification

5.5.1 Provider hereby agrees to defend and indemnify NPLLC, the State, CCHCS its agents, officers and employees from any claim, action or proceeding against NPLLC, the State, and CCHCS arising solely out of the acts or omissions of Provider in the performance of this Agreement. At its sole discretion, NPLLC, the State, or CCHCS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Provider of any obligation imposed by this Agreement. NPLLC, the State, or CCHCS shall notify Provider promptly of any claim, action or proceeding and cooperate fully in the defense.

5.5.2 Claims Arising from Sole Acts or Omissions of NPLLC, the State, or CCHCS.

NPLLC, the State, and CCHCS hereby agrees to defend and indemnify Provider, its agents, officers and employees from any claim, action or proceeding against Provider, arising solely out of the acts or omissions of NPLLC, the State, or CCHCS in the performance of this Agreement. At its sole discretion, Provider may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve NPLLC, the State, or CCHCS of any obligation imposed by this Agreement. Provider shall notify NPLLC, the State, or CCHCS promptly of any claim, action or proceeding and cooperate fully in the defense.

5.5.3 Claims Arising From Concurrent Acts or Omissions

Provider and NPLLC, the State, and CCHCS hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of Provider and NPLLC, the State, and CCHCS. In such cases, Provider and NPLLC, the State, and CCHCS agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 7.8.5 below.

5.5.4 Joint Defense

Notwithstanding paragraph 7.8.3 above, in cases where Provider and NPLLC, the State, and CCHCS agree in writing to a joint defense, Provider and NPLLC, the State, and CCHCS may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Provider and NPLLC, the State, and CCHCS. Joint defense counsel shall be selected by mutual agreement of Provider and NPLLC, the State, and CCHCS. Provider and NPLLC, the State, and CCHCS agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 7.8.5 below. Provider and NPLLC, the State, and CCHCS further agree that neither party may bind the other to a settlement agreement without the written consent of both Provider and NPLLC, the State, and CCHCS.

5.5.5 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, Provider and NPLLC, the State, and CCHCS may seek reimbursement and/or reallocation of defense costs, judgments, and awards, consistent with such comparative fault.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CENCAL Fire and EMS Authority

Signature

Print Name

Title

Date

Federal Tax Identification Number

NPI#

Network Providers, LLC

Signature

Print Name

Title

Date