

AGREEMENT FOR SERVICES #200-S0811
AMENDMENT III

This Amendment III to that Agreement for Services #200-S0811, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and El Dorado County Emergency Services Authority; (hereinafter referred to as "JPA");

R E C I T A L S

WHEREAS, the Department of Public Health has been reorganized and is now known as the Public Health Division ("PHD") of the Health Services Department; and

WHEREAS, JPA has been engaged by County to provide prehospital Advanced Life Support services and dispatch services, in accordance with Agreement for Services #200-S0811, dated June 27, 2006, and Amendment I dated September 11, 2007, and Amendment II dated April 29, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Section I - Definitions**; and

WHEREAS, the parties hereto have mutually agreed to amend **Section V – Standards of Service for Prehospital ALS, Article V (Emergency Medical Service Requirements), Article VI (Personnel Requirements) and Article XI (Response Time Standards)**; and

WHEREAS, the parties hereto have mutually agreed to amend **Section VIII – Contract Requirements, Article VII (Term), Article VIII (Compensation for Services), Article XIV (Notice to Parties), and Article XVIII (Patient Billing, Collection and Payment of Claims)**; and

WHEREAS, the parties hereto have mutually agreed to update **Appendix F (Ambulance Rate Schedule)** as amended and adopted by the Board of Supervisors, effective September 1, 2008;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #200-S0811 shall be amended a third time as follows:

I. All references in the original agreement to the “County Public Health Department” or “PHD” shall be deemed to refer to the Public Health Division of the Health Services Department.

II. **Section I** shall be amended to add:

33. Advanced Life Support (ALS) Engine means a fire engine approved by the Medical Director, staffed with at least one (1) Emergency Medical Technician (EMT) Paramedic and containing medical equipment and supplies sufficient 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. The ALS Engine is a Non-Transporting resource.

III. **Section V, Article V, paragraph D**, shall be amended in its entirety to read as follows:

D. JPA shall not cause or allow its ambulances or ALS Engines to respond to a location without receiving prior approval to respond from the designated Dispatch Center for such service at that location. Ambulance or ALS Engine staff shall immediately notify the designated Dispatch Center to be assigned to an incident in any circumstance involving an emergency response at a location not previously approved by the designated Dispatch Center.

IV. **Section V, Article VI, paragraph A**, shall be amended in its entirety to read as follows:

A. JPA shall maintain a minimum staffing level of not less than one (1) EMT 1 and one (1) EMT-Paramedic for each in-service Ambulance. Minimum staffing levels for ALS Engines shall be at least one (1) EMT-Paramedic.

V **Section V, Article XI, paragraph F**, shall be amended in its entirety to read as follows:

F. Response Time Exceptions Allowed for Good Cause in sole Discretion of County

The exception shall have been a substantial factor in producing a particular excessive response time. Good cause for an exception as determined in the sole discretion of the COUNTY may include but not be limited to the following;

- (1) Disaster and mutual aid situation (mutual aid shall not be chronically used to avoid response time requirements);

- (2) Additional units responding to large multi-casualty incident situations requiring more than two ambulances;
- (3) Incorrect or inaccurate dispatch information received at a 9-1-1 PSAP, public safety agency or other direct source;
- (4) Material change in dispatch location;
- (5) Unavoidable communications failure;
- (6) Inability to locate address due to non-existent address;
- (7) Inability to locate patient due to patient departing the scene provided that the unit has arrived at the originally dispatched location within the response time standard;
- (8) Delays caused by extraordinary adverse traffic conditions;
- (9) Delays caused by road construction and/or closure;
- (10) Unavoidable delays caused by off-paved-road locations;
- (11) Severe weather conditions including dense fog, snow or ice;
- (12) Delays attributable to the COUNTY and not due to the JPA including an inventory audit;
- (13) Delays attributable to geographic location;
- (14) Delays attributed to limited or controlled access to patient locations;
- (15) Calls dispatched as “Code 2” (i.e., no red lights or siren) per Emergency Medical Dispatch (EMD) protocols;
- (16) Delays where the ambulance is dispatched to a staging location until the scene has been secured by law enforcement units.

VI Section VIII, Article VII shall be amended in its entirety to read as follows:

Article VII – Term

The term of this contract is July 1, 2006 through June 30, 2018.

VII. Section VIII, Article VIII shall be amended to replace those paragraphs preceding paragraph “A. General Provisions” with the following:

Article VIII – Compensation for Services

The JPA acknowledges and agrees that this Contract is primarily funded from three specific funding sources: CSA No. 7 Property Tax; CSA No. 7 Special Tax; and Ambulance Billing revenue. All of these funding sources are limited and fluctuate from year to year. The JPA also acknowledges and agrees that there are three primary categories of on-going expenditure that

must be sustained by CSA No. 7 funding: CSA No. 7 administration; JPA ambulance services; and ambulance billing/collection services.

For CSA No. 7 to maintain a structurally sound and sustainable budget, annual operating expenditures will be capped at a level that does not exceed annual revenues available from the funding sources noted above. In addition, the County and JPA agree to maintain from such revenues a minimum fund balance for CSA No. 7 at the level of three million dollars (\$3,000,000), unless a reduced amount is approved by the County Board of Supervisors. Accordingly, each annual budget for CSA No. 7 will reflect this minimum fund balance, as well as a corresponding appropriation for contingencies of no less than this minimum fund balance, unless an exception is approved by the County Board of Supervisors. At any time that the CSA No. 7 fund balance exceeds the established minimum amount, and such fund balance growth has not been identified by the parties as otherwise necessary to cover projected excess expenditures or revenue deficits, County ~~may~~will allow JPA to utilize such fund balance for activities that are approved by the JPA Board of Directors. Any JPA request to utilize fund balance exceeding the established minimum is to be submitted in writing by the JPA to PHD, along with the minutes of the JPA Board meeting providing and documenting approval of the request. PHD will submit such request to the Board of Supervisors at the next possible meeting. Transfer of such fund balance by PHD to the JPA will be made within thirty (30) days following ~~receipt of the written request and the accompanying minutes~~approval of the Board of Supervisors. The JPA acknowledges that use of fund balance should be limited to non-recurring activities and expenses, as this is not a sustainable funding source. JPA agrees that it shall not return to the County for funding outside of CSA No. 7. The JPA shall separately account for expenses supported by use of fund balance so as to not distort the accounting and funding of annual, on-going operational expenses.

The JPA and County agree to work collaboratively to establish and maintain an annual balanced operational budget for CSA No. 7, with operating expenditures that do not exceed annual operating revenues. To this end, the JPA and County agree to meet, at least twice annually, to review the financial status of CSA No. 7 and to identify mutually agreeable financial data and revenue assumptions that the JPA and County will use for short-term and long-range planning purposes. Specific meeting dates will be as mutually agreed upon by PHD and the JPA; however, the parties agree to schedule one meeting prior to the JPA's submission of its annual budget proposal to PHD and one meeting prior to the date that the annual budget for CSA No. 7 will be presented to the Board of Supervisors for action prior to the start of each new fiscal year.

Throughout the term of this contract, during the first week of March each year, the JPA will submit its proposed operational expenditure budget for ambulance services for the upcoming fiscal year. The JPA will at that time also supply a complete list of the most current costs for all medications and supplies purchased by the JPA and utilized on the ambulances, so that medication and supply charges may be increased annually in keeping with the most current "Resolution to Adopt Ambulance Rate Schedule for County Service Area No. 7 for Ambulance Services." This list will include the description of item(s), unit(s) of measure, and most recent cost(s).

PHD will develop an initial draft of the annual budget for CSA No. 7, addressing all funding sources and expenditure categories first noted above, including the JPA's proposed annual expenditure budget. PHD will coordinate with the JPA, as needed, to complete development of the proposed annual operating budget for CSA No. 7 that caps projected annual operational expenditures at a level that does not exceed projected annual revenues. The proposed CSA No. 7 balanced budget will be forwarded to the Chief Administrative Officer (CAO), who will in turn forward it to the El Dorado County Board of Supervisors. The Board's decision shall be the final determination of the budget for CSA No. 7, which includes compensation due to the JPA in that annual period. An approved budget will allow spending to commence each fiscal year on July 1.

Annually, in the first week of July, the JPA shall be advanced one-twelfth (1/12) of its approved operating budget for that fiscal year. In each subsequent month, the JPA shall be reimbursed for actual operating expenditures recorded in Department 87 in the prior month, excluding expenses that are funded with CSA No. 7 fund balance pursuant to the process previously described. The JPA shall not commingle expenditures associated with authorized use of fund balance with its normal, on-going operational expenditures. The reimbursement of monthly operating expenditures shall occur within five (5) working days following the month-end close of the books by the Auditor-Controller. The total amount of monthly reimbursements to the JPA for operating expenditures in any fiscal year shall not exceed the total amount of compensation due to the JPA for operating expenditures in that annual period, as approved by the County Board of Supervisors in the annual budget for CSA No. 7.

VIII. Section VIII, Article VIII, paragraph A, is replaced in its entirety to read as follows:

A. General Provisions

1. COUNTY shall manage all accounts receivable associated with this Contract. The JPA shall not engage in any billing activity associated with services provided by this Contract.
2. COUNTY shall bill patients for ALS services based on the most current adopted Ambulance Rate Schedule approved by Resolution of the El Dorado County Board of Supervisors as shown in Appendix F, incorporated herein and made a part hereof, and as amended from time to time.
3. COUNTY and JPA agree that COUNTY shall bill patients for ALS services provided by this Contract if an Ambulance arrives at the scene.

XI. **Section VIII, Article VIII, paragraph D**, is replaced in its entirety to read as follows:

D. Annual Audit

For the fiscal years 2005-2006, 2006-2007, 2007-2008, and 2008-2009 the JPA will assist the County administratively to expedite these outside audits by contracting directly with a Certified Public Accountant to perform them, by advancing the costs of same through the JPA operational budget, with County providing reimbursement to the JPA for said costs from CSA No. 7 funds. The 2005-2006, 2006-2007, 2007-2008, and 2008-2009 audits shall be in a form and manner that complies with the requirements of this Section. In the event that JPA, for whatever reason is unable to directly contract for these outside audit services, JPA will provide written notice to the County and thereafter County will obtain audits for those years as expediently as reasonably possible.

Commencing with the 2009-2010 annual audit, and continuing thereafter for the term of this Contract, County shall conduct or procure an audit of the JPA's books and records for each fiscal year. For any fiscal year, the parties may agree at that time that JPA may assist the County in procuring that annual audit directly in the same manner as set forth hereinabove.

Each audit period shall be July 1 through June 30. Each annual audit will be documented in a written report containing the audit results, findings, and correction plan if necessary, and this report shall be submitted to PHD within forty-five (45) days of completion of the audit. The JPA shall concurrently submit to PHD its written implementation plan for corrective action required to conform to the audit. PHD shall forward the audit report to the County Auditor-Controller for implementation of necessary corrective action, if any, and to the Board of Supervisors for receipt and filing.

X **Section VIII, Article XIV** shall be amended in its entirety to read as follows:

Article XIV Notice to Parties

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, Certified, Return Receipt Requested.

Notices to County shall be in duplicate and addressed as follows:

**EL DORADO COUNTY HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR**

or to such other location as the County directs.

Notices to the JPA shall be addressed as follows:

**EL DORADO COUNTY PREHOSPITAL EMERGENCY SERVICES AUTHORITY
480 LOCUST ROAD
DIAMOND SPRINGS, CA 95619
ATTN: MARTY HACKETT, EXECUTIVE DIRECTOR**

or to such other location as the JPA directs.

XI. **Section VIII, Article XVIII – Patient Billing** is omitted in its entirety.

XII. **Appendix F** to the Agreement shall be replaced with the 2008 El Dorado County Ambulance Rate Schedule attached hereto in accordance with the provision of the Agreement allowing amendment of the ambulance rate schedule from time to time as approved by the Board of Supervisors.

Except as herein amended, all other parts and sections of that Agreement #200-S0811 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____

Neda West, Director
Health Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #200-S0811 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: _____
Ron Briggs, Chairman
Board of Supervisors
"County"

Dated: _____

ATTEST:
Suzanne Allen de Sanchez Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- J P A --

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY

By: _____
Brian Veerkamp
Chairperson
JPA Board of Directors

Dated: _____

Attest:

By: _____
Corporate Secretary

Dated: _____