

- E. Contractor shall ensure that all personnel are physically and mentally fit to serve in the prehospital care capacity. No personnel shall use intoxicating substances while on duty, nor be under the influence of any such intoxicating substances while on duty.
 - F. Contractor shall maintain records of all EMS training, continuing education and skills maintenance as required by the County EMS Agency. Contractor shall provide to the County EMS Agency specific records upon request.
 - G. Contractor shall provide a single point liaison to County for communication regarding Agreement fulfillment. In the event that the single point liaison is unavailable, Contractor's communication chart shall be utilized.
 - H. The Contractor shall designate an on-duty or on-call management or supervisory staff, available at all times, who is authorized to act on behalf of the Contractor in all operational matters. The dispatch agency shall at all times be advised and have available the contact information for the designated staff.
 - I. Contractor Executive Director shall notify the County EMS Agency in advance regarding his/her scheduled absence for vacation, extended illness, or other extended leave of absence.
 - J. Contractor shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; and City and County staff.
 - K. Contractor shall ensure professional and courteous conduct at all times from all personnel, office personnel, field supervisors, middle management, officers, and executives.
 - L. Contractor shall ensure safe and sanitary living quarters for on-duty personnel.
- 2.1.8 Equal Opportunity Employer: The Contractor shall be an equal opportunity employer and shall be committed to an active Equal Employment Opportunity Program (EEOP). It shall be the stated policy of the Contractor that all employees, personnel and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, ancestry, national origin, age (over 40), sex, marital status, medical condition, or physical handicap.

All recruitment, hiring, placements, transfers, and promotions shall be on the basis of individual skills, knowledge and abilities, regardless of the above identified basis. All other personnel actions such as compensation, benefits, layoffs, terminations, training, etc., shall also be administered without discrimination. Equal employment opportunity shall be promoted through a continual and progressive EEOP. The objective of an EEOP is to ensure nondiscrimination in employment and, wherever possible, to actively recruit and include for consideration for employment minorities, women and the physically handicapped.

2.1.9 Training Requirements:

- A. Contractor shall provide qualified paramedic personnel to be Field Training Officers (FTO's) to instruct and accredit paramedics who are new to the system or who are in an approved paramedic internship program. FTO's shall provide orientation to El Dorado County EMS Policies, Procedures, Protocols, Trauma Plan, EMS Plan, EMS radio communication and Base Station and receiving hospitals. FTO's shall provide training in any optional scope of practice procedure currently in effect in El Dorado County. Contractor shall ensure that FTO's shall be allowed to attend meetings and/or training pertinent to the El Dorado County EMS system. The County EMS Agency Medical Director shall approve all El Dorado County FTO's.
- B. Contractor shall require that among the subcontracting fire districts which provide ambulance service, there shall be appointed at a minimum a combined total of no less than six (6) Field Training Officers (FTO's), approved by the County EMS Agency Medical Director, to provide accreditations, internships, field training, and quality improvement functions. Contractor shall notify the County EMS Agency Medical Director when less than six FTO's are available.
- C. Contractor shall agree to participate in EMS system components that include paramedic, nurse and trainee field observations including ride-alongs, disaster drills, and continuing education programs, even if such persons are employed by the Contractor.

2.1.10 Community Education Plan: County desires that Contractor take significant steps to improve access to the 9-1-1 system and participate in community education programs emphasizing preventative health care. These programs are to be made available to schools and community groups. It is County's expectation that Contractor will plan such programs working collaboratively with County and other public safety and EMS-related groups, such as the American Heart Association and the American Red Cross. Contractor's Community Education Plan shall reflect the goals of the County to include participation in EMS Week activities, and the provision of at least 24 hours of public relations events per year (in addition to events that are provided on a non-dedicated basis). Public Relations hours, at Contractor's option, may be provided by in-service units/personnel. All programs shall be approved by County.

2.1.11 Quality Improvement/Quality Assurance:

- A. Contractor shall participate in all quality improvement/quality assurance activities promulgated by the County EMS Agency, and shall appoint appropriate personnel to serve on prehospital and disaster committees, as needed. These committees and/or activities shall include, but are not limited to, Continuous Quality Improvement Committee (CQIC), Medical Advisory Committee (MAC), Paramedic Advisory Committee (PAC), peer review, post incident critiques, and other related activities and committees. Contractor shall be fiscally responsible for staff's participation time.

- B. The Contractor shall have and maintain a comprehensive internal medical and operational quality assurance program. This program shall include, but not be limited to: peer review of medical charts, security procedures for controlled substances, maintenance of controlled substance logs, verification of daily vehicle and medical equipment checks, and other operational policies directly related to quality of clinical care.
- C. The Contractor shall cooperate fully in supplying all requested documentation to both the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.
- D. The Contractor shall ensure subcontracts with ALS service agencies shall comply with EMS System Quality Improvement requirements in accordance with Title 22, Chapter 12, Article I, Section(s) 100401 and 100402.

2.1.12 Response Time Standards:

- A. Response Time Definition: For purposes of Contractor performance and monitoring, Response Time is defined as set forth in ARTICLE I – DEFINITIONS, above.
- B. Responses to requests for emergency ambulance service originating from within the Primary Response Area must meet the following Response Time standards.
 - i. Response Time Standards:

The response performance requirements are divided into the following areas according to the United States Census Bureau:

Area	Population Per Square Mile
Urban	1,000 or greater
Semi-Rural	100 to 999
Rural	10 to 99
Wilderness	Less than 10

- C. Maximum Response Times
For emergency ambulance responses, the Contractor shall be required meet the following maximum response time(s):

Response Area	Time	Compliance Percentage
Urban	11 minutes	90%
Semi-Rural	16 minutes	90%
Rural	24 minutes	90%
Wilderness	90 minutes	90%

Calls dispatched as “Code 2” (i.e., no red lights or siren) per Emergency Medical Dispatch (EMD) protocols, or those where the ambulance is dispatched to a staging location until the scene has been secured by law enforcement units, shall be exempt from meeting the response time requirements above.

- D. **Mechanical Breakdown:** If an ambulance has a mechanical breakdown en route to a call, the response time shall be measured from the time the designated Dispatch Center receives a request to dispatch another ambulance unit to the time that the replacement ambulance arrives on scene, which is the time that an ambulance comes to a physical stop at an emergency scene, pick up point, or designated staging area for hazardous scenes (wheels stopped).
- E. **Response Time Exceptions:** 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;
- i. Disaster and mutual aid situation (mutual aid shall not be chronically used to avoid response time requirements);
 - ii. Additional units responding to large multi-casualty incident situations requiring more than two ambulances;
 - iii. Incorrect or inaccurate dispatch information received at a 9-1-1 PSAP, public safety agency or other direct source;
 - iv. Material change in dispatch location;
 - v. Unavoidable communications failure;
 - vi. Inability to locate address due to non-existent address;
 - vii. 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;
 - viii. Delays caused by extraordinary adverse traffic conditions;
 - ix. Delays caused by road construction and/or closure;
 - x. Unavoidable delays caused by off-paved-road locations;
 - xi. Severe weather conditions including dense fog, snow or ice;
 - xii. Delays attributable to the County and not due to the Contractor including an inventory audit;
 - xiii. Delays attributable to geographic location;
 - xiv. Delays attributed to limited or controlled access to patient locations;
 - xv. Non-emergency Calls dispatched as "Code 2" (i.e., no red lights or siren) per Emergency Medical Dispatch (EMD) protocols;
 - xvi. Delays where the ambulance is dispatched to a staging location until the scene has been secured by law enforcement units.
- F. **Response Time Measurement for Primary Response Areas:** The response time measurement methodology employed can significantly influence operational requirements of the EMS system. The following methodology will be used throughout the Agreement to measure Response Times.
- i. **Time Intervals**
For the purposes of this Agreement, Response Times for transport-capable ALS ambulances will be measured from the Time of Dispatch to Arrival at the Scene as those terms are defined in ARTICLE I - Definitions, above.

In instances when the ambulance fails to report “at scene” to the Dispatch Center, the time of the next communication between the Dispatch Center and the ambulance will be used as the “at scene” time. However, Contractor may appeal such instances when it can document the actual arrival time through other verifiable means such as arrival times captured by Automated Vehicle Locator (AVL) position reporting data provided the data shows the time that the ambulance actually arrived/parked (wheels stopped) at the location where the ambulance or medical transportation crew exited to approach the patient and does not automatically show an arrival prior to stopping.

ii. Upgrades, Downgrades and Reassignments

a. Upgrades

If an assignment is upgraded prior to the arrival on scene of the first ALS ambulance (e.g., Code 2 to Code 3), Contractor’s compliance with Agreement standards and penalties will be calculated based on the shorter of:

- Time elapsed from initial Time of Dispatch to time of upgrade plus the higher priority response time standard, or
- The lower priority response time standard.

b. Downgrades

Downgrades may be initiated by first responders. If an assignment is downgraded prior to the arrival on scene of the first ALS ambulance, Contractor’s compliance with Agreement standards and penalties will be calculated based on:

- If the unit is downgraded before it would have been judged late under the higher priority standard and the request by a first responder to reduce the ambulance to “Code 2” (i.e., non-emergent) is documented by CAD records, no late penalty will be assessed.
- If the unit is downgraded after the unit would have been judged “late” under the original response area time standard, Contractor’s compliance and any penalties will be calculated on the response time standard applicable to the initial priority assigned by communications.

c. Reassignment En Route

If an ambulance is reassigned en route or turned around prior to arrival on scene (e.g., to respond to a higher level Code request), Contractor’s compliance and penalties will be calculated based on the response time standard applicable to the time of reassignment of the final response area assigned by communications.

iii. Response Times Outside of Primary Response Areas: Contractor may respond outside Primary Response Area as defined in Appendix A. These calls are treated as Remote Area (Wilderness). Contractor will not be held accountable for emergency or non-emergency response time compliance for any assignment originating outside of the defined service areas. Responses to requests for service outside of the service areas will not be counted in the total number of responses used to determine compliance.

- G. Penalties and Incentives for Response Time Requirements: County understands that isolated instances may occur in which Contractor does not meet the stated performance specifications. Minor violations of these requirements will result in performance penalties that will be deducted from Contractor’s payment. However, chronic failure to comply with the response time standards may constitute default of the Agreement.

For purposes of calculating non-performance penalties, a fraction of a percent is to be rounded down to the whole percentage point. For example, any area of transport achieving 89.9% will be determined to be 89% compliant and subject to penalty because it failed to achieve the 90% reliability threshold.

- i. Non-performance Penalties

The following deductions will be applied when system-wide response time compliance for urban, semi-rural, rural, and wilderness transports falls below 90% for any given month:

Response Time Compliance	Penalty Deduction
89%	\$ 1,000
88%	\$ 2,000
87%	\$ 3,000
86%	\$ 4,000
85% and below	\$ 5,000

Failure to meet response time criteria for three (3) consecutive months or for four (4) months in any Agreement year will constitute a major breach and may result in removal of Contractor.

- ii. 100 Transport Rule

For the purpose of determining compliance with response time requirements within the service areas each month, the following method will be used. For every month in which 100 or more urban, semi-rural, rural, and wilderness transports originate within the service areas, 90% compliance is required for the calendar month. However, for any month within which fewer than 100 transports originate in any service area, compliance will be calculated using the last 100 sequential transports for that area.

For example, if the service areas produce 105 urban transports and 89 rural transports during a single month, Contractor will be required to meet 90% compliance for the month for urban, while rural will be subject to the 100 transport rule.

Should Contractor be determined to be subject to non-performance penalties for failure to meet 90% compliance within a service area under the 100 transport

rule, Contractor will not be subject to another non-performance penalty for that area until at least 25 additional transports have originated within that service area. If more than one month passes before 25 additional transports occur, and Contractor is still out of compliance under the 100 transport rule at the end of the month in which the 25th transport occurred, it will be considered a consecutive failure to meet the criteria. Three or more such consecutive failures during any 12 month period (i.e., months within which the last 25th transport measurement occurred) will be defined as a major breach.

The above deductions will be assessed each month. For purposes of assessing non-performance penalties, monthly response times will be reported without decimals (a fraction of a percent is to be rounded down to the whole percentage point e.g., a monthly performance of 89.9% will be reported as 89%).

iii. Incentive for Superior Response Time Performance

For any year in which the Contractor has been assessed any non-performance penalties for one or more areas of service, and in which, at the end of the Agreement year, it achieves at least 92% compliance for the entire year for each of those response areas in which it had been previously penalized, the County will forgive the previously deducted penalties. This provision shall apply to each response area separately and no carry-over shall be used from Agreement year to Agreement year.

iv. Reporting Requirement Penalties

Contractor will provide, within seven (7) business days after the end of each month, reports detailing Contractor's performance during the preceding month as it relates to each of the performance requirements stipulated herein. These reports shall be submitted electronically, via email or other suitable medium approved by the County. For each day that Contractor fails to provide the reports, County shall deduct \$100 from Contractor's payment. Contractor may be exempted from this penalty for any delay in the submission of the month-end report that is due to a delay caused by County.

H. Backup Unit Coverage Requirement: The Contractor shall establish and maintain the capability to staff and activate backup ambulance units 24 hours per day 365 days per year. Contractor shall use best efforts to expeditiously staff a backup unit when requested.

I. Mutual Aid Requests: Mutual aid response by the Contractor shall be performed in accordance with approved cover and mutual aid agreements. In the course of rendering such services, the Contractor shall be exempt from the response time standards otherwise imposed by this Agreement. The Contractor shall advise dispatch that they are unable to respond to mutual aid requests if such response is in conflict with a response in the Primary Response Area.

Mutual aid response may require Contractor personnel to respond with ALS ambulances into a response area other than that assigned in this Agreement. Whenever Contractor personnel receive a request for service in another area, Contractor personnel shall immediately respond an ALS vehicle as directed, either Code-3 or Code-2. If, due to prior or concurrent commitments of on-line units, the Contractor is unable to respond in a timely manner, the requesting agency shall be notified immediately. If the requesting agency's urgency is such that it would be appropriate to call up staffing of a backup unit, the Contractor shall initiate such call-up per the provisions of Section 2.1.12 H.

J. Disaster/Multi-Casualty Incident Requirements

- i. Existing mass casualty incident plans, and an emergency disaster plan, following incident command system guidelines, have been developed by the Office of Emergency Services and approved by the County. Contractor shall maintain knowledge of plans, and any updates/amendments thereto, and shall be actively involved in planning for, and responding to, any declared disaster in the County.
- ii. In the event that a disaster within the service area, the County or a neighboring County is declared, normal operations shall be suspended and Contractor shall respond in accordance with the County's disaster plan. Contractor shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of declared disaster, the County will not impose performance requirements and penalties for response times.
- iii. County will reimburse Contractor for the documented, direct, marginal increased cost of providing approved disaster services in accordance with Section 2.3.3. In the event of a declared disaster, County shall coordinate all efforts to recover disaster funding from various local, state, federal, and other applicable sources. Contractor will comply with reasonable requirements to provide operational, financial, and other data that may be required or useful in pursuing reimbursement. This provision will only apply to situations in which the County declares a disaster, or the State or Federal Government has declared a state of emergency. Bad or even severe weather of a nature that is foreseeable will not qualify unless an appropriate authority declares it a disaster situation and Contractor has sustained increased expense as a direct and proximate result of the disaster.

K. Standby and Special Event Coverage

- i. **Non-dedicated Standby Ambulance Service:** Upon request by law enforcement and/or fire departments, and where available units/staffing exist, Contractor may furnish courtesy stand-by ambulance coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public. Units assigned to stand-by coverage at emergency incidents shall be under the control of the Incident Commander and will only be available for assignment to other duties or calls if released by the Incident Commander. Contractor may

Exhibit A to Appendix G - Security Agreement

request the release of such units by communicating with the Incident Commander through the Designated Dispatch Center.

Other community service oriented entities may request non-dedicated standby ambulance coverage for special events from the Contractor. The Contractor is encouraged to provide such non-dedicated stand-by coverage to events when possible.

The Contractor will offer such non-dedicated standby ambulance services at no charge.

- ii. **Dedicated Standby Ambulance Service:** Community service oriented entities or commercial enterprises may request dedicated stand-by ambulance coverage for special events from the Contractor. Each dedicated standby ambulance service event shall have a two-hour minimum.

Contractor may also make personnel available, without an ambulance vehicle, for pre-scheduled standby and special events coverage at an hourly rate consistent with the County Board of Supervisors approved Ambulance Rate Schedule, Appendix B. No minimum time will be required for personnel-only events.

The Contractor will offer such dedicated standby ambulance services at the rates established by the El Dorado County Board of Supervisors (Appendix B). The Contractor is hereby authorized by County to execute any necessary contracts for these services with the requester of services. Contractor shall secure all billing information required by County so that County can bill the responsible parties for such services, and provide to County a copy of any such Agreement and required billing information

If Contractor is requested to provide such services with a dedicated ambulance, Contractor shall be reimbursed in accordance with Section 2.3.3, below.

SECTION 2.2 - Term

This Agreement shall become effective upon final execution by both parties hereto and shall expire five (5) years from the date thereof, unless terminated earlier pursuant to the provisions contained herein including Article(s) titled "Default/Breach, Termination, and Cancellation" or "Fiscal Considerations."

SECTION 2.3 - Compensation for Services

The Contractor acknowledges and agrees 1) that this Agreement is funded from three specific funding sources: CSA No. 7 Property Tax, CSA No. 7 Special Tax, and Ambulance Billing revenue; 2) all of these funding sources are limited and fluctuate from year to year; 3) there are three primary categories of on-going expenditure that must be sustained by CSA No. 7 funding: CSA No. 7 administration activities performed by the County, Contractor ambulance services, and ambulance billing/collection services; and, 4) this Agreement is primarily a fixed price Agreement with annual adjustments plus standby revenue. Contractor acknowledges and

request the release of such units by communicating with the Incident Commander through the Designated Dispatch Center.

Other community service oriented entities may request non-dedicated standby ambulance coverage for special events from the Contractor. The Contractor is encouraged to provide such non-dedicated stand-by coverage to events when possible.

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If Contractor is requested to provide such services with a dedicated ambulance, Contractor shall be reimbursed in accordance with Section 2.3.3, below.

SECTION 2.2 - Term

This Agreement shall become effective upon final execution by both parties hereto and shall expire ten (10) years from the date thereof, unless terminated earlier pursuant to the provisions contained herein including Article(s) titled "Default/Breach, Termination, and Cancellation" or "Fiscal Considerations."

SECTION 2.3 - Compensation for Services

The Contractor acknowledges and agrees 1) that this Agreement is funded from three specific funding sources: CSA No. 7 Property Tax, CSA No. 7 Special Tax, and Ambulance Billing revenue; 2) all of these funding sources are limited and fluctuate from year to year; 3) there are three primary categories of on-going expenditure that must be sustained by CSA No. 7 funding: CSA No. 7 administration activities performed by the County, Contractor ambulance services, and ambulance billing/collection services; and, 4) this Agreement is primarily a fixed price Agreement with annual adjustments plus standby revenue. Contractor acknowledges and

agrees that County shall not fund compensation from any other funds or revenues, including but not limited to the County's General Fund.

2.3.1 Contractor will be compensated in twelve (12) monthly payments of \$941,667, for a total of \$11,300,000.00 for the initial year of this Agreement. Thereafter, Contractor shall be paid in equal monthly payments annually for the remaining duration of the original five (5) year term of this Agreement. Effective the first anniversary of the contract, County will annually increase compensation by a percentage that is equal to the Medicare Ambulance Inflation Factor (AIF) released by the Centers for Medicare and Medicaid Studies and effective for each calendar year. In the event that the AIF is zero or a negative percentage in any given year, Contractor compensation will not be changed during that year.

In addition, Contractor will be paid \$500,000 annually for the first three (3) years of the contract and such money shall be used solely for repair and replacement of capital assets. The annual amount will be paid to the Contractor on July 1 of each of the first three (3) years (July 1, 2018, 2019, and 2020). No further annual amount will be paid as defined in this Paragraph after July 1, 2020.

Additional work beyond the normal ambulance service will be compensated separately. For the purposes of this Agreement, additional work shall include compensated standby and disaster as identified in Section 2.3.3.

At any time during the Agreement term, in the event that significant circumstances beyond the reasonable control of Contractor or County, dramatically increase Contractor's expenses or decrease County revenues, either party may request that the other meet and confer regarding the terms of the Agreement. Potential options include:

- A. Continue the Agreement without changes.
- B. Increase or decrease Contractor compensation.
- C. Modify the performance requirements of the Agreement.

Examples of circumstances beyond the reasonable control of the parties include, but are not limited to, significant changes in State or federal healthcare reimbursement, State or federal mandates that create an unfunded financial burden on a party, the repeal, or reduction of certain taxes or benefit assessments, and significant changes in the payer mix.

2.3.2 Fines and Penalties

The total of all fines and penalties for the previous month shall be deducted prior to monthly payment to Contractor.

Penalties and fines may be waived by County, in its sole discretion, if acceptable reasons are presented by Contractor.

agrees that County shall not fund compensation from any other funds or revenues, including but not limited to the County's General Fund.

2.3.1 Contractor will be compensated in twelve (12) monthly payments of \$941,667, for a total of \$11,300,000.00 for the initial year of this Agreement. Thereafter, Contractor shall be paid in equal monthly payments annually for the remaining duration of the original ten (10) year term of this Agreement. Effective the first anniversary of the contract, County will annually increase compensation by a percentage that is equal to the Medicare Ambulance Inflation Factor (AIF) released by the Centers for Medicare and Medicaid Studies and effective for each calendar year. In the event that the AIF is zero or a negative percentage in any given year, Contractor compensation will not be changed during that year.

In addition, Contractor will be paid \$600,000 annually for the first five (5) years of the contract and such money shall be used solely for repair and replacement of capital assets. The annual amount will be paid to the Contractor on July 1 of each of the first five years (July 1, 2018, 2019, 2020, 2021, and 2022). No further annual amount will be paid as defined in this Paragraph after July 1, 2022.

Additional work beyond the normal ambulance service will be compensated separately. For the purposes of this Agreement, additional work shall include compensated standby and disaster as identified in Section 2.3.3.

At any time during the Agreement term, in the event that significant circumstances beyond the reasonable control of Contractor or County, dramatically increase Contractor's expenses or decrease County revenues, either party may request that the other meet and confer regarding the terms of the Agreement. Potential options include:

- A. Continue the Agreement without changes.
- B. Increase or decrease Contractor compensation.
- C. Modify the performance requirements of the Agreement.

Examples of circumstances beyond the reasonable control of the parties include, but are not limited to, significant changes in State or federal healthcare reimbursement, State or federal mandates that create an unfunded financial burden on a party, the repeal, or reduction of certain taxes or benefit assessments, and significant changes in the payer mix.

2.3.2 Fines and Penalties

The total of all fines and penalties for the previous month shall be deducted prior to monthly payment to Contractor.

Penalties and fines may be waived by County, in its sole discretion, if acceptable reasons are presented by Contractor.

In accordance with Section 2.1.12, "Response Time Standards," G.iii, should the County determine at the end of an Agreement year that Contractor has achieved 92% compliance for each of the areas in which it had been previously penalized; County will apply that amount to the subsequent month payment.

- 2.3.3 Compensation in Addition to Flat Rate as described in Section 2.3.1
- A. Standby Services: County will reimburse Contractor 93% of actual revenue received for special event and standby event services provided by Contractor. Seven percent (7%) will be retained by County for billing and collection services.
 - B. Compensation for Disaster Services: County will reimburse Contractor 100% of payments received from State and federal agencies specifically designated to reimburse Contractor for direct, unusual expense of providing disaster services.
- 2.3.4 Process for Ambulance Service Compensation: Contractor shall invoice County by the 10th of each calendar month for that current month. Invoice shall be submitted to the County EMS Agency, 2900 Fair Lane Court, Placerville, CA 95667 or other location as County may direct. The County will pay to Contractor the reconciled monthly compensation payment prior to the last day of the invoiced month to include the following:
- A. The base Agreement monthly compensation for the current month, less any applicable penalties; and
 - B. Costs associated with disaster response in accordance with Section 2.3.3 B of this Agreement for the previous month.
- 2.3.5 Financial Statement and Reports: The County may require that the Contractor submit an income statement or financial statement for any Agreement year during the term of the Agreement. The income and financial statements shall be in compliance with California Government Code section 6505 and in a format acceptable to the County and shall be certified by a Certified Public Accountant that has direct responsibility for financial aspects of Contractor's operations under the County contract. It is understood that the County may conduct audits to verify these statements and make them available to other parties as deemed appropriate.
- Contractor shall also comply with such other miscellaneous reporting requirements as may be specified by the County, provided that these additional reporting requirements shall not be unreasonable or excessively cumbersome to Contractor.
- 2.3.6 Accounts Receivable Billing: County shall own and manage all accounts receivable associated with this Agreement. Contractor shall not engage in any billing activity associated with services provided by this Agreement.
- 2.3.7 Annual Audit
- Contractor acknowledges and agrees that County is responsible for conducting/obtaining annual audits of Contractor's books and records. Contractor agrees to assist administratively in procuring a Certified Public Accountant (CPA) upon County's request. Each audit period

shall be July 1 through June 30 for the term of this contract. For each annual audit, a copy of the audit, together with any findings of deficiencies and recommended corrective action from the auditor, shall be submitted to HHSA no later than March 31st of each year. HHSA shall forward the audit documents to the County Auditor-Controller and to the Board of Supervisors for receipt and filing. In the event corrective action is necessary, Contractor shall, simultaneously with the submission of the audit documents, submit its corrective plan to correct any and all existing deficiencies, and to implement action to protect against future deficiencies. Within forty-five (45) days of submission of the audit documents and Contractor's corrective plan to HHSA, County will notify Contractor if further Contractor action to implement corrective action is required. Contractor shall fully cooperate with any County audit.

SECTION 2.4 - Taxes

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

SECTION 2.5 - Changes to Agreement

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

2.5.1 The County EMS Agency Administrator may recommend changes to this Agreement to the HHSA Director for the Director's consideration. The HHSA Director shall independently review any recommendations presented by the County EMS Agency Administrator, and determine whether the recommended changes, modifications, or adjustments are warranted and should be forwarded to the County of El Dorado Board of Supervisors for consideration. In the event that the HHSA Director determines that changes are deemed necessary, the HHSA Director shall notify Contractor of the recommended changes and solicit comment from Contractor prior to submission to the County Board of Supervisors for approval and/or funding.

2.5.2 Contractor, upon continuing review of this Agreement, may recommend changes to this Agreement, in writing to the County EMS Agency Administrator. These recommendations shall be reviewed by the County EMS Agency Administrator, the Administrator's comments and further recommendations noted, and passed on to the HHSA Director. The HHSA Director shall independently review any recommendations presented to the HHSA Director by the County EMS Agency Administrator, and determine whether the recommended changes, modifications, or adjustments are warranted and should be forwarded to the County Board of Supervisors for consideration. In the event that the HHSA Director determines that the changes are warranted, the HHSA Director shall notify Contractor of the recommended changes and solicit comment from Contractor prior to submission to the County Board of Supervisors for approval and/or funding.

SECTION 2.6 - Contractor to County

It is agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor

provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

SECTION 2.7 - Independent Contractor/Liability

Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, and skillful manner and shall be liable for its own negligence and negligent acts of its employees, agents and subcontractors. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor, its employees, agents and subcontractors.

SECTION 2.8 - Fiscal Considerations

The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

SECTION 2.9 - Audit by California State Auditor

Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

SECTION 2.10 - Performance Review**2.10.1 County Review Process**

- A. The County through its County EMS Agency shall review and monitor the operation of this Agreement to assess whether the Contractor fulfills its obligations hereunder.
- B. The County EMS Agency may, on a quarterly basis, review with the Contractor compliance to the conditions of this Agreement, and shall render an opinion on the level of compliance to this Agreement. In the event that the Contractor is found to be in non-compliance, the rights and obligations of the parties shall be determined as set forth in this Article.
- C. The County EMS Agency, through HHSA, may issue an annual or more frequent report to the County Board of Supervisors on contract compliance to all critical elements within this Agreement. In addition, the County EMS Agency may issue a quarterly (or more frequent) report to the Contractor regarding performance under this Agreement. The report shall make recommendations to improve operations, and shall list violations, and make recommendations to eliminate violations under this Agreement. The County EMS Agency shall file such reports with the Board of Directors of the Contractor (hereinafter referred to as Contractor's Board), and the Contractor shall use its best efforts to ensure County EMS Agency agenda requests are promptly placed on the Contractor Board's agenda. Contractor Board shall take prompt action to address and/or correct any deficiencies. The Contractor is responsible for and shall oversee the work of its subcontractors, including its member agencies, to ensure compliance with this Agreement. County EMS Agency may, but is not required to, make recommendations in this regard.

SECTION 2.11 Default, Breach, Termination, and Cancellation

Nothing in this section shall be construed as preventing the County from acting under Section 9.1, Expedited Takeover Process, pursuant to this Agreement.

2.11.1 Default by Contractor: If conditions or circumstances constituting an event of default by Contractor as defined in the Agreement exist, County shall have all rights and remedies available by law or in equity, inclusive of the right to terminate the Contract. The County's remedies shall be cumulative and shall be in addition to any other remedy available to County.

2.11.2 Minor Breach by Contractor: Minor breach shall mean failure to fulfill any of the terms and conditions of this Agreement for which failures are not already provided for, and which failures do not amount to a major breach of the Agreement as that term is defined herein. When the County EMS Agency Administrator has determined that a minor breach has occurred, the Contractor shall be given notice of the alleged breach by U.S. mail, postage prepaid, return receipt requested, and Contractor will have fifteen (15) days after receipt of notice to resolve the breach or otherwise respond to the allegations of breach.

If the breach has not been cured within fifteen (15) days following the notice to the

Contractor, a complaint may be made by the County EMS Agency Administrator to the HHS A Director, who shall have the full and final authority to review the complaint, issue a determination, and, where appropriate, direct adjustments to be implemented so long as the adjustments do not result in any significant increased unbudgeted costs.

2.11.3 Major Breach by Contractor: Conditions and circumstances which shall constitute a major breach of contract by the Contractor shall include, but not be limited to, the following:

- A. Failure of Contractor to operate the system in a manner which enables County and Contractor to remain in compliance with federal or State laws, rules or regulations, and with the requirements of the County EMS transportation ordinance and/or related rules and regulations.
- B. Falsification of information supplied by Contractor including by way of example, but not by way of exclusion, altering the presumptive run code designations to enhance Contractor's apparent performance or falsification of any other data required under the Contract.
- C. Creating patient transports so as to artificially inflate run volumes.
- D. Chronic failure of Contractor to provide data generated in the course of operations including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data or financial data.
- E. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.
- F. Chronic failure of Contractor's employees to conduct themselves in a professional and courteous manner and present a professional appearance.
- G. Chronic failure of Contractor to maintain equipment in accordance with manufacturer recommended maintenance procedures.
- H. Making assignments 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 related to bankruptcy, reorganization arrangement readjustment of debt, dissolution or liquidation law or statute.
- I. Failure of Contractor to cooperate with and assist County after a default has been declared as proven herein, even if it is later determined that such breach never occurred or that the cause of the breach was beyond Contractor's reasonable control.
- J. Acceptance by Contractor or Contractor's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such

consideration or action on the part of Contractor or Contractor's employees could be reasonably construed as a violation of federal, State or local law.

- K. Payment by Contractor or any of Contractor's employees of any bribe, kickback or consideration of any kind to any federal, State or local public official, consultant, or any other person or entity in exchange for any consideration whatsoever, when such consideration could reasonably be construed as a violation of any federal, State or local law.
- L. Chronic failure of Contractor to meet the system standard of care as established by the County EMS Agency Medical Director.
- M. Failure of Contractor to maintain insurance in accordance with the Contract.
- N. Chronic failure of Contractor to meet response time requirements as set forth in the Contract.
- O. Chronic failure to submit reports and information under the terms and conditions outlined in this Contract.
- P. Any other failure of performance, clinical or other, required in the Agreement and which is determined by the County Director of Health Services or the County EMS Agency Medical Director and confirmed by the County Board of Supervisors to constitute a default or endangerment to public health and safety.
- Q. Willful attempts by Contractor to intimidate or otherwise punish employees who file authenticated reports with County as to matters of Contractor's breach of this Contract.
- R. Multiple minor breaches the cumulative effect of which is deemed a major breach.
- S. Failure to respond to a call or to transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide any ambulance services originating within the regulated service area because of the patient's perceived, demonstrated or stated inability to pay for such services, or because of an unavailability status or the location of any ambulance unit at the time of the request.

2.11.4 Notice provisions for Major Breach by Contractor:

- A. If it appears that any of the conditions or circumstances set forth above exist or have occurred, the County shall notify Contractor by U.S. mail, postage prepaid, return receipt requested. The written notice complaining of breach shall specify the facts and circumstances that have occurred, and specify the breach in sufficient detail to allow the Contractor to identify the issues involved.
- B. Contractor must respond in writing to the County within seven (7) days of receipt of Notice of Major Breach, with Corrective Action Plan including a timeline for completion of the correction.

- i. If Contractor disagrees with the complaint indicated in the Notice of Major Breach, Contractor may protest the accusation of a major breach by filing a formal objection with the HHSA Director within seven (7) days of the notice.

C. Appeal to the HHSA Director:

- i. If no formal objection to the Notice of Major Breach is submitted to the HHSA Director, then the finding of Major Breach shall be processed in accordance with Penalty Appeal Process, Section 2.11.5.
- ii. If a formal objection is submitted, the HHSA Director shall consider all relevant evidence and materials submitted.
- iii. The decision of the HHSA Director shall be in writing, and copies shall be given to the Contractor and all interested parties.

D. Appeal of HHSA Director's Decision to the Board of Supervisors:

- i. The Contractor may appeal in writing the findings of major breach by the HHSA Director as defined within this Agreement. Such appeal must be received by the office of the County Board of Supervisors, 330 Fair Lane, Placerville, CA 95667, by U.S. mail, postage prepaid, return receipt requested, within seven (7) days of the Contractor's receipt of the decision of the HHSA Director.
 - a. If no appeal is received by the Board of Supervisors within the seven (7) day time frame, the decision of the HHSA Director is final.
- ii. When such matters are appealed to the Board of Supervisors, the Board of Supervisors may conduct a hearing to consider such evidence, testimony, and argument as may reasonably be presented, and shall render its written findings and decision to uphold, modify, or overturn the HHSA Director's decision.
- iii. If the Board of Supervisors finds that the public health and safety would be endangered by allowing the Contractor to continue its operations under this Agreement, it shall declare this Agreement terminated and commence action to affect an immediate takeover by County of the Contractor operations.
- iv. If the Board of Supervisors finds that a major breach has occurred but that the public health and safety would not be endangered by allowing the Contractor to continue its operations, then the Board of Supervisors may advise the HHSA Director to take such other actions, short of termination and takeover, as it deems appropriate under the circumstances.
- v. The findings and decision of the Board of Supervisors shall be final and shall be appealable only to the El Dorado County Superior Court pursuant to California Code of Civil Procedure Section 1094.5, and as provided by law.

2.11.5 Penalty Appeal Process: If Contractor does not understand or disagrees with the fines assessed for a specific period of time in accordance with Section 2.1.12 G, Contractor may within thirty (30) days of notification of a Penalty for Performance Failure follow the procedures below in an attempt to resolve an issue:

- A. First, submit a request in writing for a review with the County EMS Agency to explain and clarify a penalty assessment. If Contractor's concerns are not resolved; then
- B. Second, request clarification of Agreement language from the County Health and Human Services Agency, and, if Contractor's concerns remain unsatisfied; then
- C. Third, request in writing a fair hearing before the County Board of Supervisors.

2.11.6 Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a joint powers authority, materially alters its contracts with member agencies, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

2.11.7 County Major Breach: Conditions and circumstances which shall constitute a major breach of the Agreement by County are failure to pay the Contractor for services rendered in accordance with this Agreement.

- A. If it appears that County has failed to pay Contractor for services rendered in accordance with this Agreement, Contractor shall notify County by U.S. mail, postage prepaid, return receipt requested. The written notice complaining of breach shall specify the facts and circumstances that have occurred, and specify the breach in sufficient detail to allow the County to identify the issues involved.
- B. County must respond in writing to the Contractor within seven (7) days of receipt of Notice of Major Breach.
- C. If the Contractor is not satisfied with the County's response, they may appeal in accordance with Section 2.11.4, C, herein.

SECTION 2.12 - 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 and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
EMERGENCY MEDICAL SERVICES AGENCY
2900 FAIR LANE COURT
PLACERVILLE, CA 95667
ATTN: EMS AGENCY ADMINISTRATOR

Notices to Contractor shall be addressed as follows:

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY
480 LOCUST ROAD
DIAMOND SPRINGS, CA 95619
ATTN: EXECUTIVE DIRECTOR, or successor

or to such other location as the Contractor directs.

SECTION 2.13 - Change of Address

In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

SECTION 2.14 - Indemnity

To the fullest extent of the law, Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's, or any of its Member Agencies, services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

SECTION 2.15 - Insurance

Contractor shall maintain at its sole cost and expense, and keep in force during the term of this agreement, the following insurance coverages:

- 2.15.1 Workers' Compensation Insurance with statutory limits, as required by the laws of any and all states in which Contractor's employees are located and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000.

- 2.15.2 Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of \$3,000,000 covering bodily injury and property damage; General Aggregate limit of \$5,000,000; Products and Completed Operations Aggregate limit of \$2,000,000 and Personal & Advertising Injury limit of \$2,000,000, written on an occurrence form. If Contractor's general liability limits fail to meet the limits required above Contractor may carry excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for general liability with a limit equal to or above the amount stated above on a per occurrence and aggregate basis.
- 2.15.3 Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto, including ambulances, fire engines and other emergency services mobile equipment. Inland Marine insurance specific to emergency mobile equipment will be acceptable to meet this requirement together with the automobile liability insurance), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability.
- 2.15.4 Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than \$6,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless El Dorado County for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- 2.15.5 If the policy is terminated for any reason during the term of this Agreement, Contractor shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.
- 2.15.6 If this Agreement is terminated or not renewed, Contractor shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, Contractor shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.
- 2.15.7 All policies of insurance shall provide for the following:

- A. Name El Dorado County, members of the Board of Supervisors of El Dorado County, its officers, agents and employees, as additional insureds except with respect to Workers' Compensation and Professional Liability.
 - B. Be primary and non-contributory with respect to all obligations assumed by Contractor pursuant to this Agreement or any other services provided. Any insurance carried by El Dorado County shall not contribute to, or be excess of insurance maintained by Contractor, nor in any way provide benefit to Contractor, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.
 - C. Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available "Best's Insurance Guide."
 - D. Include a severability of interest clause and cross-liability coverage where El Dorado County is an additional insured.
 - E. Provide a waiver of subrogation in favor of El Dorado County, members of the Board of Supervisors of El Dorado County, its officers, agents and employees.
 - F. Provide defense in addition to limits of liability.
- 2.15.8 Upon execution of this Agreement and each extension of the Term thereafter, Contractor shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to El Dorado County prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) El Dorado County's additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers' compensation and professional liability policies. Contractor shall also furnish El Dorado County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to El Dorado County's address as set forth in the Notices provision of this Agreement.
- 2.15.9 All endorsements are to be received and approved by the County of El Dorado before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.
- 2.15.10 Unless otherwise agreed by the parties, Contractor shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Contractor as an additional insured on all such coverages. Evidence thereof shall be furnished as El Dorado County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

SECTION 2.16 - Interest of Public Official

No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 2.17 - Interest of Contractor

Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement except as to contracts with member fire districts (subcontracts) and public agencies; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

SECTION 2.18 - Conflict of Interest

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation."

SECTION 2.19 - Nondiscrimination

2.19.1 County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

2.19.2 Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

2.19.3 Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

SECTION 2.20 - California Residency (Form 590)

If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

SECTION 2.21 - Nonresident Withholding

If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

SECTION 2.22 - Taxpayer Identification Number (Form W-9)

All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

SECTION 2.23 - County Business License

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

SECTION 2.24 - Licenses

Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

SECTION 2.25 - Administrator

The County Officer or employee with responsibility for administering this Agreement is Richard W. Todd, M.B.A., Emergency Medical Services Agency Administrator, Health and Human Services Agency, or successor.

SECTION 2.26 - Authorized Signatures

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

SECTION 2.27 - Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

SECTION 2.28 - Venue

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

SECTION 2.29 - No Third Party Beneficiaries

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE III – GENERAL SERVICE PROVISIONS

The Contractor agrees to provide full service emergency and non-emergency Prehospital Advanced Life Support Services and Dispatch Services as described in this Contract, and the terms and conditions of the County's Emergency Medical Service and Medical Transportation Ordinance, as hereinafter amended. In the performance of its obligation hereunder, it is agreed that the Contractor is subject to medical control or direction of the County.

SECTION 3.1 - Applicable Laws

The Contractor shall provide services in accordance with applicable federal and State laws, statutes, regulations, policies and directives, local rules, regulations, ordinances and policies, and any changes or amendments thereto, including those described in this Contract.

SECTION 3.2 - Contractor Accountability

The Contractor shall be directly accountable to the El Dorado County Health and Human Services Agency for contract compliance issues and conformance with operational policy. The Contractor shall be responsible to the County EMS Agency, under the direction of the County EMS Agency Medical Director, for such issues as medical control, accreditation, quality assurance, and other medical care related activities. On-line medical control has been delegated to the Base Hospital (Marshall Medical Center) for day-to-day patient care oversight.

The Contractor shall also be expected to cooperate fully with all other agencies during the course of the Contract, and to refer any requests for deviation from the terms of the Agreement to the El Dorado County Director of HHSA.

SECTION 3.3 - Successors and Waivers

This Agreement shall bind the successors of County and the Contractor in the same manner as if they were expressly named. Waiver by either party or any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

SECTION 3.4 - Prior Contracts

All prior contracts regarding this subject matter between County and the Contractor are hereby terminated as of the effective date of this Contract.

ARTICLE IV – DISPATCH REQUIREMENTS**SECTION 4.1 - General Dispatch Provisions**

Contractor shall provide, or subcontract to provide, one hundred percent (100%), twenty-four (24) hours per day, seven (7) days per week dispatch coverage and services for all Code-3, Code-2, and scheduled Inter-facility Transfer ambulance requests for service for the term of this Contract, in accordance with federal, State and local provisions, including but not limited to those outlined below.

Such service shall include, but is not limited to, dispatch personnel, in-service training, quality improvement monitoring, and related support services.

- 4.1.1 Dispatch facility shall hold current designation as primary or secondary Public Safety Answering Point (PSAP) by State of California.
- 4.1.2 The designated Dispatch Center shall utilize and maintain a computer aided dispatch (CAD) system with specialized separate tracking of EMS and ambulance responses. Contractor shall notify County if CAD system is inoperative for more than 24 hours.
- 4.1.3 The designated dispatch center shall integrate the CAD system with the Electronic Prehospital Care Report (ePCR) software.
- 4.1.4 Contractor shall provide a system of priority dispatch and pre-arrival instructions together with applicable quality assurance approved by the County EMS Agency Medical Director.
- 4.1.5 The priority dispatch protocols and pre-arrival instruction software approved by the County EMS Agency Director is Medical Priority Consultants software program: ProQA for Windows and AQUA (Advanced Quality Assurance for electronic case review), which meet the standards of the National Traffic Safety Administration: Emergency Medical Dispatch National Standard Curriculum. Software licensing and continuing maintenance and support will be provided by County.

- 4.1.6 The designated Dispatch Center shall provide a system capable of layered-mapping that will recommend vehicle locations per criteria included in the Contractor's System Status Management Plan (SSMP).
- 4.1.7 Adherence to medical dispatch protocols is required. Thus, except where a deviation is clearly justified by special circumstances not contemplated within a dispatch protocol, such medical dispatch protocol shall be strictly followed. Compliance with call-taker and dispatcher questions and pre-arrival instructions shall be a routine part of an integrated quality improvement process and shall be reported on a monthly basis with response statistics.
- 4.1.8 The designated Dispatch Center shall participate in the EMS Agency's Continuous Quality Improvement (CQI) process in accordance with Section 2.1.11.

SECTION 4.2 - Dispatch Data Reporting

Upon request of the County, Contractor shall provide the following reporting information:

4.2.1 Response Time Reports:

- A. Emergency life threatening and non-life threatening response times by jurisdiction and by user definition per the Medical Priority Dispatch System
- B. Inter-facility response times
- C. Unscheduled non-emergency and scheduled non-emergency response times by jurisdiction and by user definition per the Medical Priority Dispatch System
- D. Turn Out Time response times by crew members
- E. Point of dispatch to arrival-at-scene response times
- F. Time from scene to hospital by crew members
- G. Ambulance Patient Offload Time (APOT) report
- H. Emergency and non-emergency responses by hour and day
- I. Dispatch call processing response time reports
- J. Incident number
- K. Canceled run report
- L. Utilization ratio by unit
- M. Dry-run reports
- N. Demand analysis report showing calls by day of week, hour of day

- O. Call priority by hour and day
- P. Post utilization rates
- Q. Ambulance alert exception report (report of any delay between dispatcher's receipt of call and the dispatched request for service to the ambulance unit).

In addition, Dispatch personnel shall fully complete a manual "dispatch card" approved by County for each dispatch of an ambulance when the computer is inoperable. Dispatch personnel, following the resumption of normal service of the CAD system, shall enter manual dispatch cards into the CAD system.

SECTION 4.3 - Dispatch Personnel Requirements

Contractor shall provide, or contract to provide, Emergency Medical Dispatch (EMD) dispatcher(s) with the authority, expertise, and management skills to operate the Contractor's System Status Management Plan including the following:

- 4.3.1 Trained according to County EMS Agency's adopted program of national standards, the National Highway Traffic Safety Administration (NHTSA): Emergency Medical Dispatch National Standard Curriculum.
- 4.3.2 Utilize ProQA software for management of EMS resources through proper interrogation and situation assessment by the dispatcher and provide patient care through the delivery of post-dispatch/pre-arrival instructions to assist the patient until prehospital care providers arrive at the scene.
- 4.3.3 Utilize AQUA for performance evaluation of EMD.
- 4.3.4 Maintain and keep current EMD staff certifications.
- 4.3.5 Provide staff orientation to the emergency medical services system.
- 4.3.6 Maintain continuing education requirements.
- 4.3.7 Provide resource management.
- 4.3.8 Provide operational plan management.
- 4.3.9 Manage 9-1-1 non-urgent requests for service.
- 4.3.10 Manage critical care transport requests for service.
- 4.3.11 Utilize the most recent version of ProQA and AQUA.

SECTION 4.4 - Record of Dispatch Calls

Upon request of the County EMS Agency, Contractor shall provide from Dispatch Center copies of calls on cassette tape, disk, or other recordable medium for quality assurance purposes. Tapes, disk, or other recordable medium shall be delivered to the Agency within five working days from receipt of written, including email, request to the Contractor Executive Director.

ARTICLE V – VEHICLES, EQUIPMENT AND SUPPLY REQUIREMENTS**SECTION 5.1 - Ambulance Vehicles****5.1.1 County Provided Vehicles:**

The County provides the Contractor the use of the vehicles and equipment shown on the attached list (Appendix C, "Fixed Asset Inventory," which shall be updated annually and provided to the Contractor) to be used exclusively for the provision of services required in the Contract. Ownership of these vehicles and this equipment shall remain vested in the County until said vehicles and equipment are declared "surplus" by County or until otherwise disposed of by County. Contractor shall notify County of any property on Appendix C that is no longer needed or useful. County will arrange for the surplus or disposing of the property, pursuant to its own policies and procedures. No County owned property, vehicles or equipment, shall be declared surplus or be otherwise disposed of by the Contractor.

5.1.2 County Provided Equipment:

ePCR/Tablets – County will purchase the initial supply of ePCR mobile tablets for all ALS ambulances. A detailed description of the provided ePCR equipment will be maintained and updated routinely during the annual County property inventory and updated on Appendix C. ePCR mobile tablets shall remain property of the State of California and may not be transferred for use by another department of a local government or disposed of without written approval of California State Emergency Medical Services Authority (EMSA).

ePCR/Tablets – Contractor shall provide tablet maintenance, as well as operating system updates for each tablet. Contractor will be solely responsible for purchase and replacements of accessories to the tablets including, but not limited to, batteries, plugs, power cords, protective-cases, and screen protectors. In the event a tablet needs to be replaced, Contractor shall purchase the replacement tablet in a make and model at least equal to the original provided by the County.

5.1.3 Contractor-Provided Vehicles, Equipment and Systems: Contractor will be required to provide all vehicles, equipment and systems, other than those outlined in Sections 5.1.1 and 5.1.2 above, necessary to fulfill the requirements of this Contract. Vehicles, equipment and systems to be provided by Contractor include, without limitation, dispatch equipment/systems, computer systems, mobile and portable radios, emergency alerting devices, ALS ambulances, supervisory vehicles, monitors, defibrillators, other clinical equipment, crew quarters and administrative offices.

SECTION 5.2 - Ambulance Vehicle Marking

All ambulances shall be marked as described in Appendix D, "Vehicle Markings", attached hereto and incorporated by reference herein. Contractor shall not modify ambulance vehicle markings without the expressed written consent of County.

SECTION 5.3 - Drugs and Medical Supplies

Contractor shall possess and agree to maintain adequate drug and solution inventory, drugs, and supplies in compliance with the El Dorado County EMS Agency Policy and Procedure Manual.

SECTION 5.4 - ALS Medical Equipment

- 5.4.1 Standards for medical equipment shall be in compliance with the County EMS Agency Policy and Procedure Manual promulgated by the County EMS Agency as required for the level of service being provided. The County EMS Agency provides a copy of the Policy and Procedure Manual and Manual updates on an ongoing basis to each Contractor subcontractor's facility and to the Contractor Executive Director. The Contractor shall be charged with knowledge of the current Policy and Procedures Manual and Manual updates. The Policy and Procedures Manual shall be updated from time to time as determined necessary by the County EMS Agency. Any substantial financial impact to the Contractor resulting from proposed policy updates shall be resolved prior to implementation of a new policy.
- 5.4.2 Large (K-type) O2 cylinders shall not be allowed by the Contractor to go under 300 pounds pressure per square inch, and smaller (D-type) cylinders shall not be allowed to go under 500 pounds pressure per square inch before being refilled.
- 5.4.3 Compliance with these medical equipment requirements is not mandated for inactive "reserve" units. Vehicles, equipment and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.
- 5.4.4 Upon inspection by the County, any primary or backup ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is corrected. At the time when a reserve ambulance unit is used to provide the services required by this Contract, the unit shall comply with all Equipment Requirements as specified in this Contract.
- 5.4.5 First Responder (ALS and BLS) Equipment and Supply Replenishment: Contractor shall develop mechanisms to exchange reusable orthopedic appliances, and re-stock disposable and ALS medical supplies, except pharmaceuticals, used by first responders when treatment has been provided by first responder personnel and patient care is assumed by Contractor's personnel. Equipment and supplies will be exchanged on a one-for one basis. Whenever possible, this exchange should be accomplished on scene. If patient care or circumstances at the scene prevent an on scene exchange, Contractor will arrange to accomplish it as soon as reasonably possible. If Contractor is cancelled en route or at the scene and no patient contact is made by Contractor's personnel, Contractor shall not be obligated to restock the first responder agency supplies.

SECTION 5.5 - Vehicle and Equipment Maintenance and Repair

- 5.5.1 Under this Contract, the Contractor shall be responsible for securing all maintenance of vehicles, on-board equipment, and facilities used by the Contractor in performance of this work. The Contractor shall establish a record-keeping system for the maintenance program, including problem pattern analyses and vehicle and equipment maintenance histories and costs, and make these records available to County upon request.
- 5.5.2 The Contractor shall arrange for all vehicles and electronic and communications equipment to be included in a preventive maintenance program which, at a minimum, conforms to the manufacturer's recommended standards.
- 5.5.3 The Contractor shall be responsible for any maintenance and repairs on the County's equipment utilized by the Contractor, which shall include, but not be limited to, ambulance vehicles, communications equipment, and electronic medical equipment (ePCR mobile devices, monitors and defibrillators).

SECTION 5.6 - Communications Equipment:

Contractor shall meet the following standards for communications equipment:

- 5.6.1 Contractor shall possess and agree to utilize exclusively and maintain two-way communication equipment that is compatible with County approved dispatch, designated Base Hospital facilities and all EMS users. Communication capabilities and use of frequencies shall be monitored by the County EMS Agency. (No private ambulance system telephone access number shall exist for emergency dispatch.)
- 5.6.2 Contractor shall provide and maintain a tone-encoded voice emergency alerting device(s) and at least one hand-held radio on the UHF Med Net frequencies for each ambulance operated under this Contract.
- 5.6.3 Contractor shall ensure that a sufficient number of radios are available for replacement in the event of breakdown, maintenance, and disaster operations.
- 5.6.4 Contractor shall provide emergency alerting devices for off-duty personnel who agree to carry one for the purposes of system recall.
- 5.6.5 Contractor shall ensure that each ambulance is equipped with a communications unit capable of transmitting on UHF Med 1 to Med 10.
- 5.6.6 Contractor shall provide and maintain cellular telephones for Base Hospital contact in the event of Med-Net failure.
- 5.6.7 Contractor shall provide all necessary radio equipment to fulfill the requirements of this Contract.
- 5.6.8 Contractor shall ensure the availability of all required dispatch radio frequencies and related FCC licenses.

- 5.6.9 Contractor shall provide and maintain cellular connectivity for the mobile ePCR tablet.
- 5.6.10 Contractor shall ensure that a sufficient number of mobile ePCR tablets are available for replacement in the event of breakdown, maintenance, and disaster operations.

SECTION 5.7 - Inventory of Ambulances and Other County-Owned Equipment

- 5.7.1 Annually, the Contractor shall inventory their facilities and each ALS ambulance equipped with County purchased equipment for the purpose of verifying the location and condition of all County owned fixed assets. The Contractor agrees to meet all County time lines established by the El Dorado County Auditor-Controller and the El Dorado County Board of Supervisors associated with reporting fixed assets inventory.
- 5.7.2 County shall provide to Contractor a list of all CSA No. 7 owned fixed assets no more than one week after the El Dorado County Auditor-Controller's Office provides the list to County Departments. The list shall clearly separate mobile medical equipment from other equipment provided to the Contractor. The Fixed Asset Inventory of January 24, 2018 is attached (Appendix C) and shall form the basis for all future lists. The list shall be accompanied by the County established time lines that the Contractor agrees to meet.
- 5.7.3 In the event that there are missing items or items that cannot be located, a letter of explanation is required, signed by the Contractor Board Chairperson, detailing what is missing, why, and what process was used to locate the item. The letter is to be submitted to HHSa along with the signed off inventory list one (1) week prior to the deadline established by the El Dorado County Auditor-Controller. HHSa will submit a list of any missing items or items that cannot be located to the Board of Supervisors, and request Board direction on any action to be taken, which may include declaration of a minor breach.
- 5.7.4 Return of County Equipment: Contractor agrees to return any County issued equipment in good working order, normal wear and tear excepted, at the termination of the Contract.

ARTICLE VI – DATA COLLECTION AND REPORTING REQUIREMENTS

SECTION 6.1 - Prehospital Patient Care Report/Billing Form, ePCR Required

- 6.1.1 After implementation, Contractor shall utilize an ePCR, meeting the standards and specifications of the EMS Agency Medical Director. The ePCR is required to be completed for all patients for whom care is rendered at the scene, regardless of whether the patient is transported. Patient care records shall clearly identify those instances when two (2) or more patients are transported in the same ambulance so that proper billing can be done. Further, a round trip transport occurs when a single ambulance takes a patient to a destination and then provides a transport back to the point of origin. Round trip transports, other than “wait and return” trips are to be counted as two (2) transports.
- 6.1.2 In order to ensure that County and EMS Agency Medical Director can conduct system-wide quality improvement activities, Contractor is required to provide County with electronic

copies of accurately completed patient care forms including, but not limited to, correct name, address, date of birth, social security number, and signature of the patient or patient representative (or clearly stated reason why patient is unable to sign) and sufficient information to appropriately document medical necessity.

- 6.1.3 In the event that hardware, software, communications, licensing, or other technical problems temporarily prohibit the real-time capture of ePCR data and information, Contractor shall have an immediately available backup system to manually collect all required information. Upon manual collection of this information, it shall be Contractor's responsibility to enter it into appropriate electronic databases to assure compliance with the reporting requirements and timelines of this Agreement.
- 6.1.4 Properly completed ePCR shall be delivered or electronically available to the County within forty-eight (48) hours of the completion of each call. At County's sole discretion, Contractor may be considered exempt from failures to meet this requirement that are outside of Contractor's reasonable control.
- 6.1.5 For every ePCR not delivered within five (5) business days of the required delivery date, County shall fine Contractor two hundred fifty dollars (\$250), in accordance with Section 2.3.2, herein.
- 6.1.6 For every ePCR that is not accurately completed and turned over to the County within thirty (30) days of the completion of each call, County shall fine Contractor an additional one thousand dollars (\$1,000), in accordance with Section 2.3.2, herein.
- 6.1.7 HHSA Ambulance Billing personnel shall notify Contractor of failure to adequately complete an ePCR. Contractor shall take the necessary action to correct the omission/ error situation. Ambulance Billing personnel shall contact Contractor to help identify Contractor personnel in need of additional training. Contractor acknowledges and agrees that complete and timely reporting is of the essence of this agreement.
- 6.1.8 All PCR's and ePCR's shall be completed in accordance with the El Dorado County EMS Policy: "*EMS Documentation Policies and Procedures*"

SECTION 6.2 - Incident Report

Contractor shall furnish its personnel with Incident Report forms, and shall ensure that its personnel understand and utilize such forms. The current incident report form shall also be available on the EMS Agency website. The Contractor shall notify the County EMS Agency within 24 hours if a sentinel event occurs, i.e., injury to patient, crew or public, or violent or high profile incident; copies shall be furnished monthly for non-sentinel events. The Incident Report information shall be in a format mutually agreed upon between the County and the Contractor.

- 6.2.1 Mutual Aid Received or Provided: The Dispatch Center shall document each occurrence of Mutual Aid emergency medical response into the Primary Response Area by an out-of-area ambulance service entity, or Mutual Aid rendered to another agency outside the Primary Response Area. Such report shall detail the time of incident dispatch, time that mutual aid

was requested, location of incident, and the reason Mutual Aid was required. The form will be forwarded to the EMS Agency along with the Contractor's monthly report.

- 6.2.2 Unusual Activities: The Contractor shall document any and all incidents of unusual activities or occurrences that impacted or had an effect on the normal delivery of services. Events that an attending medic or the Contractor feel should be documented but are not appropriate to include on the ePCR should be included on the Incident Report. Such activities may include but are not limited to: acts of violence, combative patients, patient care concerns, inter-agency conflicts, medical equipment failures, obstacles to responses including chronic adverse road conditions, and radio, dispatch, or communication failures. Any other unusual activities that have the potential of affecting patient care shall be documented as well.
- 6.2.3 Vehicle Failure and Accident Reporting: The Contractor shall document vehicle failure above and beyond usual scheduled maintenance and repairs and ambulance vehicle accidents that could potentially have a detrimental effect on patient care issues.

SECTION 6.3 - Response Time Reporting

6.3.1 Ambulance Response Time Report and Penalties:

Within seven (7) business days after the end of each month, Contractor shall submit a monthly report on all emergency medical response times for the service areas. Such report shall include data identifying the Incident Number, Date, Unit Number, Response Mode (Code-2 or Code-3), service area location (Urban, Semi-Rural, Rural, or Wilderness), and the following times: Time of Dispatch, Arrival at Scene, Ambulance Arrival at the Emergency Department, and Ambulance Patient Offload Time.

Contractor shall provide, reports detailing Contractor's performance during the preceding month as it relates to each of the performance requirements stipulated herein. These reports shall be submitted electronically, via email, or other suitable medium approved by County. For each day that Contractor fails to provide the reports, County shall fine Contractor one hundred dollars (\$100). At County's sole discretion, Contractor may be exempted from this penalty for any delay in the submission of the month-end report that is due to a delay caused by County

- 6.3.2 Response Time Exception Report: For each response within the previous calendar month that exceeds the Response Time Standard for the area of dispatch location (Urban, Semi-Rural, Rural, or Wilderness) the Contractor shall submit a Response Time Exception Report available at: http://www.edcgov.us/Government/EMS/EMS_Forms.aspx, or subsequent replacement website, and shall ensure that its personnel understand and utilize such forms. The reason for the delayed response time shall be clear, precise, and verifiable in order to determine if the exception is acceptable. These reports shall be submitted to the County EMS Agency for the previous calendar month of service within seven (7) business days after the end of each month.

6.3.3 Response Time Review: The County EMS Agency shall review all Response Time Reports and Response Time Exception Reports monthly to determine if performance standards are met or exceeded and if non-performance penalties shall be assessed.

SECTION 6.4 - Transmittal of Data and Reports:

Contractor shall be responsible to ensure that all information is provided to the County in a timely manner as indicated throughout this Contract.

Contractor shall provide agendas and minutes of all Contractor Board meetings to the County EMS Agency Director and the County HHSA Director at the time agendas and minutes are provided to Contractor Board Members.

ARTICLE VII – OTHER AGREEMENT REQUIREMENTS

SECTION 7.1 - County Operation Policies:

The Contractor shall be responsible to comply with all operational policies and standards currently articulated in this Contract; the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; County Emergency Medical Service and Medical Transportation Ordinance; and policies and procedures promulgated by the El Dorado County Emergency Medical Services Agency. Contractor shall have opportunity to provide input into El Dorado County Emergency Medical Services Agency policies and procedures through the Medical Advisory Committee.

SECTION 7.2 - Non-Competition

The Contractor, or any principal of the Contractor, or any employee thereof, shall be prohibited from engaging in any enterprise that effectively results in competition for emergency and non-emergency ambulance services of any kind within the Primary Response Area as described in this Contract.

SECTION 7.3 - On-Scene Collections

Ambulance personnel shall not request nor receive payment for any services provided pursuant to this Contract, nor shall they quote charges to the patient or any other concerned individuals, or extend promises for special treatment regarding billable charges. Contractor shall provide ambulance billing rate forms to ambulance personnel, and personnel may make these forms available to individuals upon request.

SECTION 7.4 - Market Rights and EMS Aircraft Services

County Service Area No.7 is an Exclusive Operating Area served by the County for 9-1-1 emergency and non-emergency Ambulance transports, and Ambulance Interfacility Transports that originate and terminate in the County. The County is the sole provider of these services under a Public Utility Model as identified in the County's EMS Plan by the authority of the Board of Supervisors. County reserves its rights to take any and all appropriate action, and to exercise its discretion with regard to any other public or private emergency medical transporters. County

reserves the right to utilize public or private EMS aircraft services as defined in Title 22, Chapter 8, Article 1, Section 100279, if such utilization is in the best interest of the public.

SECTION 7.5 - Lame Duck Provisions

In the event that another contractor is chosen to provide services at the conclusion of this contract the County recognizes that the Contractor, for a period of several months, may be operating as a "lame duck" operator. To assure continued performance fully consistent with the requirements of the Agreement through any such period, the following provisions will apply:

- 7.5.1 Contractor will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with the provisions related to the qualifications of key personnel.
- 7.5.2 Contractor will make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor services and operating cost to maximize profits during the final stages of the Contract.
- 7.5.3 County recognizes that if a competing organization should prevail in a future procurement cycle, Contractor may reasonably begin to prepare for transition of the services to a new contracting agency. County will not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scaled down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period.
- 7.5.4 During the process of subsequent competition conducted by County, Contractor will permit its non-management personnel reasonable opportunities to discuss with competing organizations issues related to employment with such organizations in the event Agreement is not the successful proposer. Contractor may, however, require that its non-management personnel refrain from providing information to a competing organization regarding Contractor's current operations, and Contractor may also prohibit its management personnel from communicating with representatives of competing organizations during the competition. However, once County has made its decision regarding award, and in the event that Contractor is not the winner, Contractor will permit free discussion between Contractor based employees and the winning proposer without restriction, and without consequence to the employee.

SECTION 7.6 – Assignment and Delegation:

Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Any material change in control of Contractor shall be considered a form of assignment of the Agreement, and must be approved by the County of El Dorado Board of Supervisors.

SECTION 7.7 - Subcontractors:

County acknowledges that Contractor is a single point of contracting for the provision of Prehospital Advanced Life Support Ambulance and Dispatch Services, and that Contractor contracts with various Member Agencies for the provision of Prehospital Advanced Life Support Ambulance and Dispatch Services. Contractor shall execute agreements with all Member Agencies of the Contractor JPA providing services under this Agreement by the date of execution of this Agreement to include all County ordinance and EMS Agency ALS requirements and provisions. A "Sample Member Agency Agreement" is attached hereto as Appendix E, and incorporated by reference herein. These contracts may be combined into one document, should Contractor desire. All agreements must be reviewed as to content by County Counsel. County will look to Contractor to deliver contracted performance. The inability or failure of any Member Agency to perform any duty or deliver contracted performance shall not excuse Contractor from any responsibility under this Contract.

SECTION 7.8 - Health Insurance Portability and Accountability Act (HIPAA)

Under this Agreement, the Contractor will provide services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to the Contractor for the purposes of carrying out its obligations. The Contractor agrees to comply with all the terms and conditions of Appendix F, "HIPAA Business Associate Agreement," attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

In as much as an exchange of Protected Health Information (PHI) will occur between the Contractor and County, the Contractor agrees to faithfully distribute to all patients the El Dorado County Notice of Privacy Practices, form to be approved and/or supplied by County, before the first delivery of service for all non-emergency transfers and dry runs with patient contact, where services were provided to patient. All Notices of Privacy Practices for emergency transfers will be mailed by El Dorado County Ambulance Billing as soon as practical following the provision of services.

SECTION 7.9 - Patient Billing, Collection and Payment of Claims

County agrees to bill patient(s) for service based on the most current adopted Ambulance Rate Schedule approved by Resolution of the El Dorado County Board of Supervisors as shown in Appendix B, incorporated herein and made a part hereof, and as amended from time to time.

SECTION 7.10 - Product Endorsement/Advertising

Contractor shall not use the name or equipment of County for the endorsement of any commercial product or service without the express written permission of County.

ARTICLE VIII – TAKEOVER PROCESS**SECTION 8.1 - Expedited Takeover**

Notwithstanding major breach, the County may immediately take over ambulance operations when the County Public Health Officer makes written findings of fact requiring such action to

immediately protect the public health, safety and welfare, and that to follow the dispute resolution procedure defined within this Agreement would endanger the public health and safety. County shall immediately so notify the Contractor in writing, which shall then have the right to a hearing before the Board of Supervisors. The takeover shall be effective pending the conducting of the hearing. Contractor shall submit their request for a hearing to the County Public Health Officer within fifteen (15) days of receipt of the County Public Health Officer's written findings. The written decision shall be issued within fifteen (15) days thereafter to continue, terminate, or modify the takeover.

The County may terminate the takeover period at any time, and return the operations to the Contractor. The takeover period shall last as long as the Director of HHSa believes is necessary to stabilize the prehospital Advanced Life Support services system to protect the public health and safety.

SECTION 8.2 - Takeover Cooperation

The Contractor's cooperation and full support of such emergency takeover shall not be construed as acceptance by the Contractor of the finding of major breach, and shall not in any way jeopardize the Contractor's right to recovery should a court later find that the declaration of major breach was made in error. However, failure on the part of the Contractor to cooperate fully with the County to effect a safe and smooth takeover of operations shall in itself constitute a material breach of the contract even if it was later determined that the original declaration of major breach by the County was made in error.

In the event of an immediate takeover, declaration that a major breach has occurred shall be initiated and shall take place only after emergency takeover has been completed, and shall not, under any circumstances, delay the process of the emergency takeover or the transfer of County owned vehicles and equipment and Contractor owned vehicles and equipment utilized in the performance of this Contract, in accordance with Appendix G "Security Agreement" attached hereto and incorporated by reference herein. Such Security Agreement shall be executed concurrently with the execution of this Agreement and shall remain in full force and effect for the term of the Agreement or until takeover is fully resolved, whichever is later.

SECTION 8.3 - Equipment and Vehicle Sublease Agreements

8.3.1 Takeover Rights (Step-In)

In order for County to exercise takeover rights under the terms of this Contract, Contractor shall maintain a Contingent Lease Agreement with County for any Contractor owned equipment that County would need in order to operate this ambulance service. The Contingent Lease should be substantially in the form of the sample attached as Appendix H, "Contingent Lease Agreement." Such Contingent Lease Agreement shall be executed concurrently with the execution of this Agreement and shall remain in full force and effect for the term of the Agreement or until takeover is fully resolved, whichever is later.

8.3.2 Vehicle and ALS Equipment Requirements

- A. Contractor may choose to hold title to vehicles and ALS equipment or enter into some form of a lease arrangement. If ownership is desired, Contractor must maintain a Contingent Lease Agreement with County, whereby County, at its discretion, can assume immediate control of the ambulances and ALS equipment in the event of breach of Contract, declared bankruptcy, failure to efficiently and adequately provide prompt service delivery, unforeseen cessation of operations, or termination of Agreement for whatever reason.
- B. If a lease arrangement is desired, Contractor must arrange for a provision in the lease whereby County can exercise an option to assume the lease obligation so that immediate control of the vehicles and ALS equipment being used to provide services, but not owned by Contractor, can be exercised by the County, at its discretion, in the event of breach of Contract, declared bankruptcy, failure to efficiently and adequately provide prompt service delivery, or other unforeseen cessation of operations. Prior to Contractor leasing ambulances or equipment, a written Agreement shall exist between Contractor and leasing agency.
- C. Prior to Contractor utilizing loaned ambulances or equipment, a written Agreement shall exist between Contractor and loaning agency. Contractor shall provide adequate documentation demonstrating that County will have access to sufficient loaned ambulances and equipment necessary to provide the same level of services as defined in this Agreement for a 30-day period, should the Takeover provision of this Agreement be exercised by County.
- D. It is understood between County and Contractor that any lease agreements entered into for future rolling stock purchases and other durable medical equipment will include County as part of the lease. These agreements may be modified in the future by mutual written consent of the parties; however, it shall be a requirement of each lease that, in the event that County exercises its takeover rights under this Contract, or in the event of the termination or expiration of this Contract, both the vehicles and the equipment shall be transferred to and assumed by County. At County's sole discretion, vehicles and equipment may be purchased, in whole or in part from Contractor at fair market value. Provided, however, in the event that the County selects a successor contractor, provisions shall be made for the County to transfer both the vehicles and equipment to County selected contractor.
- E. The proposed lease agreement(s) shall be subject to the review and approval of County's legal counsel. The ownership or lease instrument, when developed and approved, shall be maintained by Contractor and copies provided to County along with a listing of all the Fixed Assets to be turned over to County under the takeover provision. This list of assets shall be updated annually by Contractor, and will then be reviewed by County wherein asset and depreciation values will be adjusted to current levels as required to determine fair market value. Should the purchase of assets be required as outlined in the Contingent Lease Agreement, the current fair market value will be utilized.

SECTION 8.4 - Final Authority

Except as provided by law, the Board of Supervisors shall be the final authority for County.

ARTICLE IX – ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____
Richard Todd, M.B.A.
Emergency Medical Services Agency Administrator
Health and Human Services Agency

Requesting Department Head Concurrence:

By: _____ Dated: _____
Patricia Charles-Heathers, Ph.D., M.P.A.
Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement #2298 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Michael Ranalli, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

El Dorado County Emergency Services Authority

By: _____
Michael R. Hardy, Fire Chief
Chairperson, Board of Directors
"CONTRACTOR"

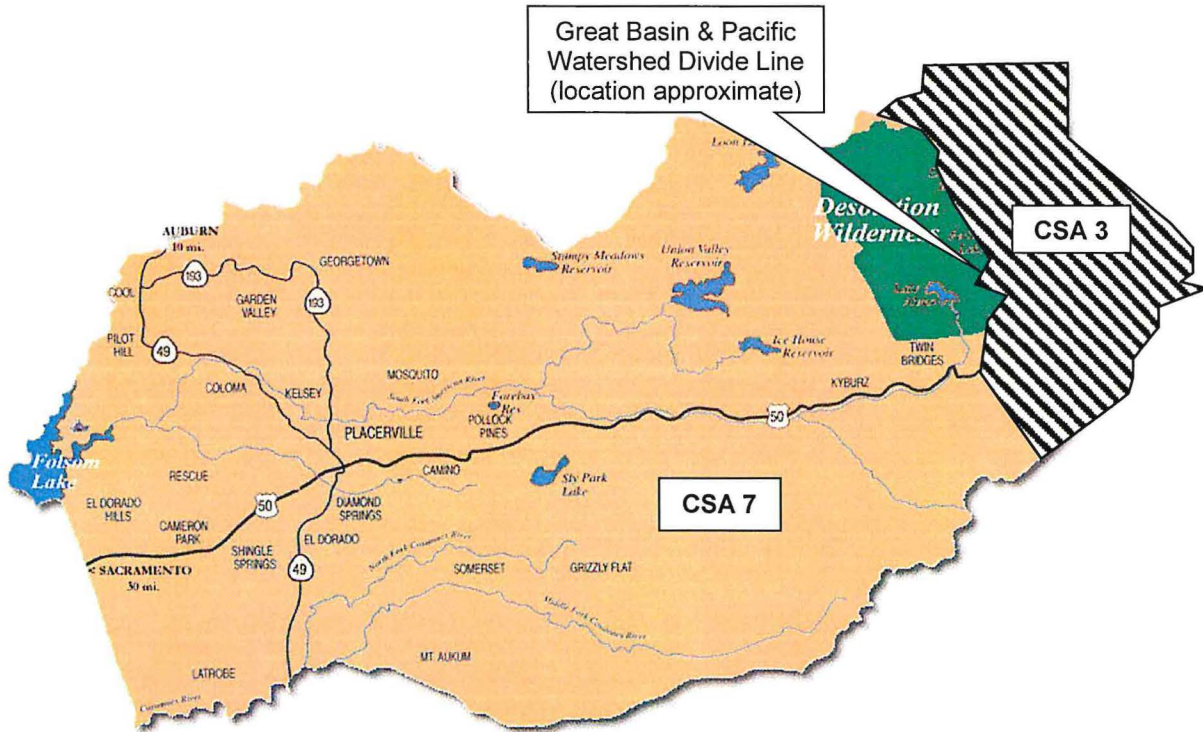
Dated: _____

ATTEST:

By: _____
Board Secretary

Dated: _____

Primary Response Area – Map and Description



Description

County Service Area #7 served under this contract includes all of El Dorado County west of the Great Basin & Pacific Watershed Divide Line.

**2015 EL DORADO COUNTY
AMBULANCE RATE SCHEDULE**

Effective November 17, 2015

Description	Rate
ALS Emergency Base Rate ¹ – Resident	\$1,427
ALS Emergency Base Rate – Nonresident*	\$1,683
ALS Non-Emergency Base Rate ² – Resident	\$1,427
ALS Non-Emergency Base Rate – Nonresident*	\$1,683
ALS Level 2 ³ – Resident	\$1,504
ALS Level 2 – Nonresident*	\$1,760
Mileage	\$31/mile
Facility Waiting Time (per 1/4 hour)	\$263
Oxygen Use	\$111
Standby (Per Hour)	\$195
Critical Care Transport ⁴ – Resident	\$2,111
Critical Care Transport – Nonresident*	\$2,367
Treatment – No Transport ⁵	\$406
Medical Supplies & Drugs ⁶	Market Cost + 15%

¹ ALS Emergency Base Rate: This base rate is charged for all emergency transports for which the patient was transported to an acute care hospital or rendezvous point with an air ambulance at least 0.1 mile from the pick up location.

² ALS Non-Emergency Base Rate: This base rate is charged for non-emergency transfers from a private residence, convalescent care, skilled nursing facility, or hospital and does not require an emergency response (i.e., red lights and siren) to the pick up location.

³ ALS Level 2: This charge applies when there has been a medically necessary administration of at least three different medications 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.

⁴ Critical Care Transport: This charge applies when a patient receives care from a registered nurse during transport from a hospital to another receiving facility.

⁵ Treatment – No Transport: This charge applies when the patient receives an assessment and at least one ALS intervention (i.e., ECG monitor, IV, glucose, etc.), but then refuses transport or is transported by other means (i.e., private car, air ambulance, etc.)

⁶ Medical Supplies & Drugs: Medical supplies and drugs are billed at provider's net cost plus a handling charge of 15% to cover the costs of materials, ordering, shipping and inventory control.

* Nonresident: Charge applies to a patient whose home address includes a city, state or zip code located outside El Dorado County.

**CSA 7 Fixed Assets Inventory
As of January 24, 2018**

Tag	Index	Sub Class	Description	Description	Model	Department Notes	Year Acq.	Value
26208	408210	44511	Lab Medical Equipment	STOKES STRETCHER 71S	2010	GEORGETOWN Sta 62	Dec 1995	\$595.56
29527	408210	44511	Lab Medical Equipment	ZOLL DEFIBRILLATOR SNT00H14692	2010	EDC FPD; M-26	Sept 2000	\$9,083.75
29528	408210	44511	Lab Medical Equipment	ZOLL DEFIBRILLATOR SNT00G13790	2010	EDC FPD; M-217	Sept 2000	\$9,083.75
29534	408210	44511	Lab Medical Equipment	ZOLL BETTERY CHARGER SNH00H08300	2010	PIONEER FPD	Sept 2000	\$0
29535	408210	44511	Lab Medical Equipment	ZOLL BATTERY CHARGER SN H00H08303	2010	RESCUE FPD	Sept 2000	\$0
31544	408210	42510	Radio	MOTOROLA CDM 1550 S/N 103TCLC945	2010	JPA ADMIN	June 2002	\$0
31545	408210	42510	Radio	MOTOROLA CDM 1550 S/N 103TCLC952	2010	COMMUNICATIONS	June 2002	\$0

Gold Tag #	Index	Serial Number	Manufacturer	Make	Model	Hardware ID	Agency	Unit Assigned To	Key Board	Year Acq.	Value
108856	408210	R52J50BFQYQ	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff566401e3c2cba	Cal Fire Cameron Park	M89	YES	2017	\$593.00
108857	408210	R52J50BFQTL	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff486478121ab2f2	Cal Fire Cameron Park	M289	YES	2017	\$593.00
108858	408210	R52J50BFRKF	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdb5fa213f220ce9	EDC ESA (JPA)		YES	2017	\$593.00
108859	408210	R52J50BFSGK	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	b0ab59b380982ef6	Cal Fire Cameron Park	E-88	YES	2017	\$593.00
108860	408210	R52J50BFSTN	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdb5face1dbf5784	Cal Fire Cameron Park	E-89	YES	2017	\$593.00
108861	408210	R52J50BFSZD	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	b0ab59a32d875062	Cal Fire Cameron Park	E-288	YES	2017	\$593.00
108862	408210	R52J50BFSOW	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdb5face1dbf5784	Cal Fire Cameron Park	E-289	YES	2017	\$593.00
108863	408210	R52J50BFTSZ	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdbbfa490b19f1da	Cal Fire Cameron Park	E-389	YES	2017	\$593.00
108864	408210	R52J50BFTVP	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	faf664cdc89fa139	Diamond FPD	M49	YES	2017	\$593.00
108865	408210	R52J50BFVHY	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	b0ab59a0e77c1e7e	Diamond FPD	M249	YES	2017	\$593.00
108866	408210	R52J50BFVRW	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdb5fa7581ca3ac5	Diamond FPD	E-49	YES	2017	\$593.00
108867	408210	R52J50BFV9F	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff56648769f2a4e8	Mosquito FPD	E-275	YES	2017	\$593.00
108868	408210	R52J50BFWAX	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdb5faa9f344cbe6	Diamond FPD	E-48	YES	2017	\$593.00

Gold Tag #	Index	Serial Number	Manufacturer	Make	Model	Hardware ID	Agency	Unit Assigned To	Key Board	Year Acq.	Value
108869	408210	R52J50BFWHN	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdb8fa601f6e1452	Diamond FPD	E-46	YES	2017	\$593.00
108870	408210	R52J50BFW4L	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff805b97c8de4da	Diamond FPD	E-249	YES	2017	\$593.00
108871	408210	R52J50BFXAH	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff49656e272016fd	EDC FPD	M17	YES	2017	\$593.00
108872	408210	R52J50BFYBE	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	faf664c927274bc11	EDC FPD	M19	YES	2017	\$593.00
108873	408210	R52J50BG01W	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	faf6651e35435c3d	EDC FPD	M25	YES	2017	\$593.00
108874	408210	R52J50BFYVD	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	faf6649e5bd0d609	EDC FPD	M28	YES	2017	\$593.00
108875	408210	R52J50BG0XR	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	2fe6641ce6ab3af	EDC FPD	M217	YES	2017	\$593.00
108876	408210	R52J50BG0ZM	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cda9fa0c7c05fde0	EDC FPD	M219	YES	2017	\$593.00
108877	408210	R52J50BFYRR	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	faf6657b16d5190d	EDC FPD	M225	YES	2017	\$593.00
108878	408210	R52J50BG1BV	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff56652013800233	EDC FPD	M228	YES	2017	\$593.00
108879	408210	R52J50BG1CN	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	b0ab59d914cf43a9	EDC FPD	E-17	YES	2017	\$593.00
108880	408210	R52J50BG1KE	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff48658c670c0d55	EDC FPD	E-19	YES	2017	\$593.00
108881	408210	R52J50BG5KF	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff48657d19920da8	EDC FPD	E-25	YES	2017	\$593.00
108882	408210	R52J50NZKEG	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff4f65566b5da521	EDC FPD	E-26	YES	2017	\$593.00
108883	408210	R52J50BG5NP	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff5664b4a34f7243	EDC FPD	E-28	YES	2017	\$593.00
108884	408210	R52J50BG56B	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	faf66540ff244b92	EDC FPD	E-72	YES	2017	\$593.00
108885	408210	R52J50BG58Y	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff5664bdb8e88a6c	EDH FPD	SQ-21	YES	2017	\$593.00
108886	408210	R52J50BG6AR	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff5664b6dce3bb34	EDC FPD	M85	YES	2017	\$593.00
108887	408210	R52J50BG6DD	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	b0ab59b59654e910	EDH FPD	M285	YES	2017	\$593.00
108888	408210	R52J50BG6PZ	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff5664965b4fdcdc	EDH FPD	E-84	YES	2017	\$593.00
108889	408210	R52J50BG64Z	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	b0ab583cb13ecac2	EDH FPD	E-86	YES	2017	\$593.00
108890	408210	R52J50BG7SZ	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff50659e29aa4f1f	EDH FPD	E-87	YES	2017	\$593.00
108891	408210	R52J50BG7VP	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdaffaec0a722ed	EDH FPD	SQ-91	YES	2017	\$593.00
108892	408210	R52J50BG7VW	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdaffafc3a080717	Mosquito FPD	C-7500	YES	2017	\$593.00
108893	408210	R52J50VAEKW	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10ccfa5231d28fdc	EDH FPD	E-85	YES	2017	\$593.00
108894	408210	R52J50VAE3F	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10ccfa1de17026a1	EDC FPD	E-284	YES	2017	\$593.00
108895	408210	R52J50VAF4X	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	091f64f90e0d62d9	EDH FPD	E-286	YES	2017	\$593.00
108896	408210	R52J50VAL1T	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	dffa4268d35a039c	EDH FPD	E-287	YES	2017	\$593.00

Exhibit A to Appendix G - Security Agreement

Gold Tag #	Index	Serial Number	Manufacturer	Make	Model	Hardware ID	Agency	Unit Assigned To	Key Board	Year Acq.	Value
108897	408210	R52J50VAQ4M	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	168cb45d4b5634d3	EDC ESA (JPA)		YES	2017	\$593.00
108898	408210	R52J50VAR6Y	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10ccfaacb9ba0585	Garden Valley FPD	E-51	YES	2017	\$593.00
108899	408210	R52J50V9GKK	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10ccfa2fcea1c12	Garden Valley FPD	E-351	YES	2017	\$593.00
108900	408210	R52J50V9HCP	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10ccfae19365ad0f	Garden Valley FPD	SQ-51	YES	2017	\$593.00
108901	408210	R52J50V9H3K	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10d2fa8ffff96d58	Garden Valley FPD	E-251	YES	2017	\$593.00
108902	408210	R52J50V9JOR	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10ccfaf4bd35296c	EDC ESA (JPA)		YES	2017	\$593.00
108903	408210	R52J50V9L0Z	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	e001436def785939	Georgetown FPD	M61	YES	2017	\$593.00
108904	408210	R52J50V9PDN	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	169ab4daa417d8a4	Georgetown FPD	M261	YES	2017	\$593.00
108905	408210	R52J50V0PEB	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	8e8afe26d45a4787	Georgetown FPD	E-61	YES	2017	\$593.00
108906	408210	R52J50V9PHM	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	8e8afedbf89c1450	Georgetown FPD	SQ-62	YES	2017	\$593.00
108907	408210	R52J50V9PMK	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10c6fa88e92b17f7	Georgetown FPD	E-261	YES	2017	\$593.00
108908	408210	R52J50V9VYY	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	8e8afe1d97c5a247	Georgetown FPD	E-322	YES	2017	\$593.00
108909	408210	R52J50V9WDB	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	8e8afe05af054bd0	Pioneer FPD	E-38	YES	2017	\$593.00
108910	408210	R52J50V9W5X	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	8e8afe3b177fb43d	Pioneer FPD	E-338	YES	2017	\$593.00
108911	408210	R52J50V9ZTL	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	309f64aa3fef9c27	Pioneer FPD	E-83	YES	2017	\$593.00
108912	408210	R52J5094POR	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff4f6583bdf0fefb	Pioneer FPD	E-383	YES	2017	\$ 593.00

Specifications for the Marking of El Dorado County Ambulances

A. Vehicle Striping - General

The driver, passenger, and rear side of the vehicle are striped the same. The top stripe is located 46 $\frac{3}{4}$ inches below the drip rail. The stripe is red reflective and is 1 $\frac{1}{2}$ inches thick and has a $\frac{1}{4}$ inch black pin stripe line on each side of the red stripe. There is a 1 $\frac{3}{4}$ -inch space between the first and the second stripe. The second stripe is non-reflective, 9 $\frac{1}{2}$ inches wide and has a $\frac{1}{4}$ inch black pin stripe on each side of the red stripe. There is a 1 $\frac{3}{4}$ -inch space between the second and third stripe. The third stripe is the same specifications as the first stripe.

B. Medic Unit Identification Plate Specifications

All medic unit number identification plates are constructed of stainless steel and measure 16 $\frac{3}{4}$ inches wide by 6 $\frac{1}{2}$ inches high with a $\frac{1}{2}$ inch lip around 3 sides of the plate to hold the slide in identification plate. The slide in identification plate is 16 $\frac{1}{4}$ inches wide by 6 inches high. The plate is white with red 5 $\frac{3}{4}$ inch red reflective letters with $\frac{1}{4}$ inch black stripes.

C. Vehicle Lettering – Module Sides (see Figures 1 & 2)

- a. The driver and passenger sides have the same words identifying *El Dorado County Emergency Medical Services* (Font Style Clarendon). The words *El Dorado County* are 6 inch red reflective letters with a $\frac{1}{4}$ inch black pin stripe around each letter. The highest arch of the lettering is located 12 inches from the bottom of the drip rail. The words *Emergency Medical Services* are 4 inch red reflective letters with a $\frac{1}{4}$ inch black pin stripe around each letter. The words *Emergency Medical* are 6 inches below the highest point of the arch of the letters *El Dorado County*. The word *Services* is 3-inch below *Emergency Medical*.
- b. The word *Fire* is 13 $\frac{1}{8}$ inches from the rear of the ambulance. The lettering is white reflective with a $\frac{1}{4}$ inch black pin stripe around each letter. The lettering is applied over the red stripe.
- c. Except where otherwise noted, all numbers and lettering font style is Helvetica.



Figure 1 – Driver's Side View



Figure 2 – Passenger Side View

D. Vehicle Lettering – Module Rear (see Figure 3)

a. Medic Unit Number Plate

The top of the driver side number plate is located 19 inches below the drip line and 1½ inches from the door rail molding on the oxygen door.

The top of the passenger side number plate is located 9¾ inches below the top of the door drip line and centered on the compartment door.

b. Medic Unit Number

The top of the number plate is located 40½ inches below the bottom of the drip rail and centered between the passenger side of the patient cabin and the rear doors.

c. Paramedic

The word *Paramedic* is centered on the patient cabin. The top of the letters is 2 1/8 inches from the bottom of the light bar. The letters are 4 inch white reflective with ¼ inch pin stripe around each letter.



Figure 3 – Rear View

E. Vehicle Lettering – Module Front (see Figure 4)**a. Medic Unit Number**

The top of the number plate is located $8 \frac{1}{4}$ inches below the bottom of the light bar and inset $10 \frac{3}{4}$ inches from the edge of the trim piece on the front of the patient cabin.

b. Paramedic

The word *Paramedic* is centered on the front of the patient cabin. The top of the letters is $2 \frac{1}{8}$ inches from the bottom of the light bar. The letters are 4 inch red reflective with $\frac{1}{4}$ inch pin stripe around each letter.



Figure 4 – Front View

**ADVANCED LIFE SUPPORT SERVICES AGREEMENT
BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY
AND MEMBER AGENCY**

THIS AGREEMENT made and entered into by and between the El Dorado County Emergency Services Authority (hereinafter referred to as "EDCESA"), and _____, (hereinafter referred to as "Member Agency"), whose principal place of business is _____.

RECITALS

WHEREAS, EDCESA is responsible for providing Advanced Life Support (ALS) prehospital medical care within its jurisdiction, in compliance with the Contract for Prehospital Advanced Life Support and Dispatch Services by and between EDCESA and the County of El Dorado; and

WHEREAS, Member Agency desires to provide Advanced Life Support prehospital medical care ground ambulance services in El Dorado County; and

WHEREAS, Member Agency may also desire to provide Advanced Life Support emergency medical ground ambulance services, be it for an emergency, at a special event, or routine medical transportation; and

WHEREAS, this Agreement is developed in compliance with the Contract for Prehospital Advanced Life Support and Dispatch Services with the County of El Dorado; and

WHEREAS, Member Agency agrees to comply with the requirements of the California Health and Safety Code, Division 2.5, Section 1797 et seq.; California Code of Regulations, Title 22, Division 9, Chapter 4, Article 5, Section 100164; the County Emergency Medical Service and Medical Transportation Ordinance; the Contract for Prehospital Advanced Life Support and Dispatch Services with the County of El Dorado; the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, El Dorado County Trauma Plan, and applicable agency, State or local statutes, ordinances or regulations; and

WHEREAS, the El Dorado County EMS Agency Medical Director, through the County EMS Agency, and as defined in the Contract for Prehospital Advanced Life Support and Dispatch Services with the County of El Dorado, has the authority to develop overall plans, policies, and medical standards to ensure that effective levels of ALS care are maintained within the County; and that the Medical Director has the exclusive authority for establishing the required equipment, medication inventories, and medical protocols; and

WHEREAS, the El Dorado County EMS Agency Medical Director shall have retrospective, concurrent, and prospective medical control including access to all information pertinent to data collection, evaluation and analysis,

EDCESA and Member Agency mutually agree as follows:

ARTICLE I. DEFINITIONS

The following terms and definitions apply to this Agreement:

- 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 emergency medical services 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 medical staff of that hospital or as otherwise defined by the U.S. Department of Health and Human Services, Federal Health Care Finance Administration, and Health and Safety Code § 1797.52.
- Ambulance means a vehicle that is specially constructed, modified or equipped, and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons.
- Ambulance arrival at the Emergency Department (ED) - the time ambulance stops at the location outside the hospital ED where the patient will be unloaded from the ambulance.
- Ambulance Billing means a County department/division or contractor authorized by the Board of Supervisors to perform ambulance billing on behalf of the County.
- Ambulance Patient Offload Time (APOT) the time interval between the arrival of an ambulance patient at an ED and the time that the patient is transferred to an ED gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient as defined in Health and Safety Code Section 1797.120. (b).
- Ambulance Service means a licensed person or entity that is specially trained, equipped, and staffed to provide ambulance transportation services, including providing care to ill or injured persons.
- Arrival at the Scene means the moment an ambulance crew notifies the Dispatch Center that it is fully physically stopped (wheels stopped) at the location where the ambulance or medical transportation vehicle shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g., pickup point or staging areas for hazardous scenes), arrival “at scene” shall be the time the ambulance or medical transportation vehicle arrives at the pickup point or designated staging location (wheels stopped). The County EMS Agency Medical Director may require Contractor to log time “at patient” for medical research purposes. However, during the term of this Agreement, “at patient” time intervals shall not be considered part of the contractually stipulated response time.
- Base Hospital means one of a limited number of hospitals that, upon designation by the local EMS agency and upon the completion of a written contractual agreement with the local EMS agency, are responsible for directing the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the local EMS agency in accordance with Health and Safety Code Section 1797.58 and Title 22 Section 100169.

- Basic Life Support (BLS) means the level of service including emergency medical care and transport of injured or ill persons performed by authorized personnel who possess a valid certificate to perform the procedures specified in Health and Safety Code Section 1797.60.
- Cancelled Run means a call that is cancelled prior to making patient contact.
- County means the County of El Dorado, a political subdivision of the State of California. The County of El Dorado Health and Human Services Agency through the County of El Dorado Emergency Medical Services Agency is responsible for the direct oversight of prehospital emergency and non-emergency medical care in the County of El Dorado.
- Critical Care Transport (CCT) means a transport during which a patient requires a level of medical care and/or observation that exceeds the standard scope of practice for County accredited paramedics. Such services may be rendered by specially trained and authorized paramedics, or registered nurses, physicians, respiratory therapists, perfusionists, physician's assistants, nurse practitioners or nurse midwives as determined by the physician responsible for the patient and the County EMS Agency Medical Director.
- Critical Care Transport Paramedic means an Emergency Medical Technician-Paramedic (EMT-P) that has been specifically trained and authorized to provide certain critical care services that are beyond the normal scope of EMT-P's working within the County, in accordance with Title 22 Section 100144.
- Dedicated Standby Ambulance, for the purposes of this Agreement, means a fully staffed ambulance committed to provide standby ambulance services during the course of a special event.
- Designated Dispatch Center, for the purposes of this Agreement, means the dispatch agency designated by El Dorado County as the Command Center for the El Dorado County Service Area No. 7 - West Slope Primary Response Area to dispatch and track requests for emergency medical services within El Dorado County.
- Dry Run means a call that does not result in a patient transport.
- means an electronic form approved by the County of El Dorado EMS Agency for the purpose of documenting all patient care provided in the County of El Dorado. The ePCR shall also include all required billing information.
- Emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel, a public safety agency, or may reasonably be perceived by any prudent layperson; any sudden or serious illness or injury requiring immediate medical or psychiatric attention under such circumstances in which a delay in providing such services may aggravate the medical condition or cause the loss of life or an unknown situation; furthermore, any case declared to be an emergency by a physician or determined to be an emergency through the use of an Emergency Medical Dispatch system approved by the County of El Dorado EMS Agency Medical Director.

- Emergency Medical Dispatch (EMD) means medical dispatch protocols and pre-arrival instructions approved by the County of El Dorado EMS Agency Medical Director and EMS Agency Administrator, based on the Emergency Medical Dispatch National Standard Curriculum as the standard.
- Emergency Medical Response means responding immediately to any request for ambulance service for an emergency medical condition. An immediate response is one in which the ambulance vehicle responding begins as quickly as possible to take the steps necessary to respond to the call.
- Emergency Medical Service and Medical Transportation Ordinance means an ordinance adopted by the El Dorado County Board of Supervisors that sets the standards and/or definitions for emergency medical services and medical transport; personnel and training requirements; equipment and supply requirements; response times; communication requirements; and medical transportation service requirements. It empowers the El Dorado County Emergency Medical Services Agency through the County Health and Human Services Agency, Public Health Program to issue permits to litter van and wheelchair van transport services, and ALS non-transport services, and enter into contracts with ambulance entities; monitor performance; enforce standards, if necessary; and act in an impartial manner as an arbitrator in matters of citizen complaints.
- Emergency Medical Services (EMS) means the medical services provided in an emergency.
- Emergency Medical Services Agency (EMS Agency) means the administrative agency designated through the Health and Human Services Agency by the El Dorado County Board of Supervisors pursuant to Health and Safety Code, Section 1797.200.
- Emergency Medical Services Aircraft (EMS Aircraft) means any aircraft utilized for the purpose of prehospital emergency patient response and transport. EMS aircraft includes air ambulances and all categories of rescue aircraft.
- Emergency Medical Technician-I (EMT-I) means an individual trained in all facets of basic life support (as defined in Health and Safety Code Section 1797.60) according to standards prescribed in the California Code of Regulations, Title 22, Chapter 2, and who has a valid State of California certificate. This definition shall include, but not be limited to, EMT-I Fire Science (FS) and EMT-I-Ambulance (A).
- Emergency Medical Technician-Paramedic (EMT-P) means an individual who is educated and trained in all elements of prehospital Advanced Life Support; whose scope of practice is to provide Advanced Life Support in accordance with the standards prescribed in the California Code of Regulations, Title 22, Chapter 4; and who has a valid State paramedic license. Paramedics working in El Dorado County must additionally be accredited according to standards established by the County EMS Agency Medical Director.
- Hospital Turnaround Time means the length of time from arrival at hospital to the time that an ambulance or medical transportation vehicle is available to respond to a call.
- Medical Director means the medical director of the County Emergency Medical Services Agency.

- Member Agency means a member agency of the El Dorado County Emergency Services Authority (JPA).
- Mobile Intensive Care Nurse (MICN) means a registered nurse who is licensed by the California Board of Registered Nursing and who has been authorized by the medical director of the local County EMS agency as qualified to provide prehospital Advanced Life Support or to issue instructions to prehospital emergency medical care personnel within an EMS system according to standardized procedures developed by the local County EMS Agency.
- Non-dedicated Standby Ambulance, for the purposes of this Agreement, means a fully staffed ambulance that may be posted to a specific locale to be available to provide standby ambulance services during the course of a special event, but may be dispatched to another location at any time.
- Non-emergency call means a situation in which there is no perceived need for immediate action, attention or decision-making to prevent death or to reduce suffering.
- Out of Chute means the time from the moment that the ambulance or medical transportation entity is first provided the call information to the moment that the vehicle leaves its present position to respond to the call (wheels move).
- Part-Time Advanced Life Support (PTALS) means those ALS units that meet every ALS provider requirement except the provision that they be available on a continuous 24-hours-per-day basis. For this level of service, they may not advertise themselves as being approved ALS service, and they may only respond to ALS calls at such times as the staffing and equipment meet ALS standards.
- Physician means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.
- Prehospital Care Report (PCR) means the form approved by the County EMS Agency for the purpose of documenting all patient care provided in El Dorado County. If service entity is providing service under contract with El Dorado County, the PCR shall also include all required billing information.
- Primary Response Area means a geographical area designated by the County as an emergency medical services zone as defined in Appendix A.
- Priority Dispatch means an emergency medical dispatch program that includes an emergency medical dispatch priority reference system, approved pre-arrival instructions, and certified Emergency Medical Dispatchers (EMD's).
- Public Health Officer means the El Dorado County Public Health Officer.
- Registered Nurse means an individual licensed by the State of California Board of Registered Nursing.
- Response time means the time interval from the moment that the ambulance or medical transportation entity is first made aware of the callback number, the address of the patient or passenger, and (a) in the case of ambulance, the presumptive patient condition as defined by

EMD; or (b) in the case of medical transportation services the requested level of service, to arrival at the scene.

- Special Event means an event where spectators and/or participants in the event have a potential for illness or injury, or any situation where a previously announced event results in a gathering of persons in one general locale, sufficient in numbers, or engaged in an activity, that creates a need to have one or more EMS resources at the site as defined by EMS Agency Policy issued by the EMS Agency Medical Director.
- System Standard of Care means the most current versions of the County's Emergency Medical Service and Medical Transportation Ordinance, the County of El Dorado EMS Agency Policy and Procedure Manual, and any written directives issued by the County of El Dorado EMS Agency Medical Director.
- Time of Dispatch means the moment that the ambulance or medical transportation entity is first made aware of the call back number, the address of the patient or passenger, and either:
 - (i) in the case of ambulance request the presumptive patient condition as defined by EMD; or
 - (ii) in the case of medical transportation the requested level of service.
- Unit Hour means a fully staffed and equipped ambulance available for or involved in emergency medical response for one hour.
- Unit Hour Utilization Ratio (UHUR) means a measure of system productivity that is calculated by dividing the number of transports by the number of Unit Hours produced during any specific period of time. For example, if a system operates one unit for 24 hours (24 Unit Hours) and transports 12 patients in that period, its unit hour utilization ratio would be 0.50 ($12 \text{ (transports)} \div 24 \text{ (Unit Hours)} = 0.50 \text{ UHUR}$).

ARTICLE II. SCOPE OF SERVICES

Section 2.01 Services

Member Agency agrees to provide full service Prehospital Advanced Life Support ground ambulance Services as described in this Agreement, and the terms and conditions of the El Dorado County Emergency Medical Service and Medical Transportation Ordinance. In the performance of its obligation hereunder, it is agreed that the Member Agency is subject to the medical control of the El Dorado County EMS Agency Medical Director, and to the control or direction of EDCESA.

Member Agency shall provide prehospital Advanced Life Support ground ambulance service response on a continuous twenty-four (24) hour per day basis, unless otherwise specified by the County EMS Agency, in which case there shall be adequate justification for the exemption, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100168.

- (a) Member Agency shall at all times meet the requirements set forth by the California Highway Patrol; the California Vehicle Code; the State of California Health and Safety Code; the State of California Emergency Medical Services Authority, the California Code of Regulations, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance, the El Dorado County EMS Agency Policies, Procedures and Field Treatment Protocols, and any other applicable statute, ordinance, and resolution regulating Advanced Life Support services provided under this Agreement, including but not by way of limitation, personnel, vehicles, equipment, services, and supplies which are the subject of this Agreement. In the event of any

conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

- (b) This Agreement is for prehospital Advanced Life Support ambulance services provided in the primary response area of El Dorado County known as County Service Area No. 7 (West Slope) in El Dorado County. Member Agency shall be responsible for providing prehospital Advanced Life Support ambulance services for all emergency requests for ALS service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.
- (c) Member Agency shall ensure that personnel shall be familiar with local geography throughout the primary response area.

Section 2.02 Standards of Service for Prehospital ALS

- (a) Member Agency shall respond to requests for emergency medical services from the designated dispatch center.
- (b) Member Agency shall not cause or allow its ALS ambulance to respond to a location without receiving a specific request from the designated Dispatch Center for such service at that location.
- (c) Member Agency shall immediately respond to requests for emergency medical service to the address or place given and shall complete that run, unless diverted by the designated Dispatch Center.
- (d) Member Agency shall promptly respond an ALS ambulance to the emergency call and shall complete that run, unless diverted by the designated Dispatch Center pursuant to EDCESA's System Status Management Plan.
- (e) In the case of scheduled ambulance service, Member Agency shall schedule a time to respond that is acceptable for non-emergency calls, and shall complete that run, unless diverted by the designated Dispatch Center pursuant to EDCESA's System Status Management Plan.
- (f) Ambulances shall notify the designated dispatch center when enroute, upon arrival at scene, upon arrival at patient, upon departure from scene, upon arrival at hospital, and upon departure from hospital. Ambulances shall notify the designated dispatch center when they are committed to a call, out of service, or when any other status change occurs.
- (g) Ambulance crews, ambulances crews shall notify the base hospital and give a report on patient status, treatment given, and estimated time of arrival. Member Agency shall ensure that prehospital personnel shall communicate current and ongoing patient assessments to the Base Hospital, and collaborate with Base Hospital in the provision of care, and follow physician or MICN direction as instructed.
- (h) In the event that Member Agency is unable to respond to a request for emergency medical service, the Member Agency shall immediately notify the designated Dispatch Center. When all ambulances in service are committed, mutual aid request provisions shall be followed.
- (i) Member Agency shall not advertise itself or the responding ambulance as providing advanced life support services unless routinely providing advanced life support services on a continuous

twenty-four (24) hour-per-day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7.

- (j) In the case of emergency ambulance responses, Member Agency shall meet the maximum response times as established in the Prehospital Advanced Life Support and Dispatch Services Contract between El Dorado County and EDCESA.
- (k) Member Agency shall implement said ALS emergency medical ground ambulance services as a part of EDCESA's response system within the Primary Response Area, and adhere to a System Status Management Plan developed by EDCESA at all times during the term of this Agreement.

Section 2.03 System Designations

- (a) The designated Base Hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798.100 through and including Section 1798.104. The designated Base Hospital for County Service Area No. 7 (CSA #7) West Slope is Marshall Medical Center.
- (b) The designated Dispatch Center for CSA No. 7 is the Cal Fire Camino Emergency Command Center. EDCESA shall respond to requests for prehospital Advanced Life Support services from the designated Dispatch Center.

Section 2.04 Personnel Requirements

- (a) Member Agency shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Member Agency shall ensure that EMT personnel are certified in El Dorado County. Personnel whose certification/accreditation has lapsed shall not be allowed to provide prehospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation. Member Agency shall ensure compliance with all EMT and EMT-P regulations from the State of California Health and Safety Code, Division 2.5, and Title 22, Division 9, and ensure that the County EMS Agency Policies, Procedures and Field Treatment Protocols are followed. For each new employee, Member Agency shall provide a copy of such records of certification and/or accreditation to EDCESA.
- (b) Member Agency shall ensure that all personnel will be physically and mentally fit to serve in the prehospital care capacity. No personnel shall use intoxicating substances while on duty, nor be under the influence of any such intoxicating substances while on duty.
- (c) Member Agency shall maintain a minimum staffing level of not less than one (1) EMT and one (1) Paramedic.
- (d) In the case of Critical Care Transport (CCT) Ambulance, each CCT ambulance shall be staffed with a minimum of one EMT and one specially trained and authorized CCT paramedic, or registered nurse, physician, respiratory therapist, perfusionist, physician's assistant, nurse practitioner or nurse midwives as determined by the physician responsible for the patient and the County EMS Agency Medical Director. Each ambulance shall be equipped with appropriate medical equipment and supplies.

- (e) Member Agency shall ensure that the medical certification and/or accreditation level of all personnel be clearly displayed. Said identification shall be worn as deemed operationally necessary.
- (f) Member Agency shall ensure that a crew or individual is not being constantly overworked. Overwork is defined as: working an individual in excess of any consecutive hours which may impair patient care, and not allowing an individual at least twelve (12) hours off, immediately following three (3) 24-hour periods worked. Any exceptions due to extenuating circumstances will be reported in writing within 72 hours to EDCESA who may be required to revise its System Status Management Plan, deployment plan, crew hours or additional hours.
- (g) The maximum unit hour utilization (UHU) for 24-hour ambulance transport unit crews shall not exceed 0.40 continuously without County approval. County shall review EDCESA's System Status Management Plan any time the ratio of transports to unit-hour production exceeds 0.40 UHU.
- (h) Member Agency shall maintain good working relationships with fire agencies; law enforcement; base hospitals; County EMS Agency; and County staff. The conduct of personnel must be professional and courteous at all times.
- (i) Member Agency shall provide safe and sanitary living quarters for on-duty personnel.

Section 2.05 Equal Opportunity Employer

Member Agency shall be an equal opportunity employer and shall be committed to an active Equal Employment Opportunity Program (EEOP). It shall be the stated policy of Member Agency that all employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, ancestry, national origin, age (over 40), sex, marital status, medical condition, or physical handicap.

All recruitment, hiring, placements, transfers, and promotions will be on the basis of individual skills, knowledge and abilities, regardless of the above identified basis. All other personnel actions such as compensation, benefits, layoffs, terminations, training, etc., are also administered without discrimination. Equal employment opportunity will be promoted through a continual and progressive EEOP. The objective of an EEOP is to ensure nondiscrimination in employment and, wherever possible, to actively recruit and include for consideration for employment minorities, women and the physically handicapped.

Section 2.06 Training Requirements

- (a) Member Agency shall maintain records of all EMS training, continuing education, and skills maintenance as required by the El Dorado County EMS Agency. Member Agency shall provide to the County EMS Agency specific records upon request.
- (b) Member Agency shall agree to participate in EMS system components that include paramedic, nurse and trainee field observations including ride-alongs, disaster drills, and continuing education programs, even if such persons are employed by provider.
- (c) Member Agency shall provide qualified paramedic personnel to be Field Training Officers (FTO's) to instruct and accredit paramedics who are new to the system or who are in an approved paramedic internship program. FTO's shall provide orientation to El Dorado County EMS Policies, Procedures, Protocols, Trauma Plan, EMS Plan, EMS radio

communication and Base Station and receiving hospitals. FTO's shall provide training in any optional scope of practice procedure currently in effect in El Dorado County. EDCESA shall ensure that FTO's shall be allowed to attend meetings and/or training pertinent to the El Dorado County EMS system. The County EMS Agency Medical Director shall approve all El Dorado County FTO's.

Section 2.07 Community Education

Member Agency shall participate in providing community education on 9-1-1 system access, CPR and first aid, and shall utilize community organizations to support and enhance local community efforts in providing public education.

Section 2.08 Quality Improvement/Quality Assurance

- (a) Member Agency shall have and maintain a comprehensive internal medical and operational quality assurance program. This program shall, at a minimum, monitor and evaluate the prehospital Advanced Life Support ambulance services required in this Agreement. The program shall be reviewed and approved by EDCESA.
- (b) Member Agency shall participate in assigned EDCESA quality improvement/ quality assurance activities, and shall appoint appropriate personnel to serve on prehospital and disaster committees, as needed. These committees and/or activities shall include, but are not limited to, Continuous Quality Improvement Committee (CQIC), Medical Advisory Committee (MAC), peer review, post incident critiques, and other related activities and committees.
- (c) Member Agency shall cooperate fully in supplying all requested documentation to EDCESA, the Base Hospital, and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the COUNTY.
- (d) Member Agency shall allow inspections, site visits or ride-alongs at any time by EDCESA and County EMS Agency staff, with or without notice, for purposes of EDCESA contract compliance and medical quality assurance.
- (e) EDCESA shall ensure subcontracts with ALS service agencies shall comply with EMS System Quality Improvement requirements outlined in Title 22, Chapter 12, Article I, Section 100401 and 100402.

Section 2.09 Mutual Aid Requests

- (a) Mutual aid response shall be performed in accordance with approved cover and mutual aid agreements. In the course of rendering such services, Member Agency shall be exempt from the maximum response time standards. Member Agency shall advise dispatch that they are unable to respond to mutual aid requests if such response is in conflict with a response in the Primary Response Area.
- (b) Mutual aid response may require Member Agency to respond ALS ambulance into a response area other than that assigned in this Agreement. Whenever Member Agency personnel receive a request for service in another area, Member Agency personnel shall immediately respond an ALS ambulance as directed. If, due to prior or concurrent commitments of on-line ambulances, the Member Agency personnel are unable to respond in a timely manner, the requesting agency shall be notified immediately. If the requesting agency's urgency is such

that it would be appropriate to call up staffing of a backup ambulance, the Member Agency shall initiate such call-up.

Section 2.10 Disaster/Multi-Casualty Incident Requirements

- (a) Member Agency shall cooperate with EDCESA in establishing disaster and multicasualty incident plans, policies and procedures; and assist in planning and participate in interagency disaster/multicasualty incident training exercises annually.
- (b) During declared disasters or large-scale multicasualty incidents, Member Agency shall be exempt from all responsibilities for response-time performance until notified by EDCESA or incident commander. When the Member Agency is notified that disaster assistance is no longer required, the Member Agency shall return all its resources to the primary area of responsibility, and shall resume all operations in a timely manner.

Section 2.11 Drugs and Medical Supplies

Member Agency shall possess and agree to maintain adequate drug and solution inventory, drugs, and supplies in compliance with the El Dorado County EMS Agency Policy and Procedure Manual.

Section 2.12 ALS Medical Equipment

- (a) Standards for medical equipment shall be in compliance with the County EMS Agency Policy and Procedure Manual promulgated by the County EMS Agency as required for the level of service being provided. The County EMS Agency provides electronic access to the Policy and Procedure Manual and Manual updates on an ongoing basis. Member Agency shall be charged with knowledge of that Policy. The policy shall be updated from time to time as determined necessary by the County EMS Agency.
- (b) Compliance with these medical equipment requirements is not mandated for inactive “reserve” units. Vehicles, equipment, and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.
- (c) Upon inspection by the COUNTY, any primary or backup ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is corrected. At the time when a reserve ambulance unit is used to provide the services required by this Agreement, the unit shall comply with all Equipment Requirements as specified in this Agreement.

Section 2.13 Communications Equipment

Member Agency shall possess and agree to utilize exclusively and maintain two-way communication equipment that is compatible with COUNTY approved dispatch, designated Base Station facilities and all EMS users. Communication capabilities and use of frequencies will be monitored by EDCESA and the County EMS Agency. (No private medical transportation/ambulance system telephone access number shall exist for emergency dispatch.)

ARTICLE III. DATA COLLECTION AND REPORTING REQUIREMENTS

Member Agency shall submit reports and data to EDCESA in a form and manner approved by EDCESA. The articles hereinafter detail reporting requirements and timetables, which are intended to be mandatory and exemplary but not intended to be all-inclusive.

Member Agency shall be responsible to ensure that all information is provided to EDCESA in a timely manner as indicated throughout this Agreement.

Section 3.01 Patient Care Report

- (a) Member Agency shall utilize an ePCR meeting the standards and specifications of the EMS Agency Medical Director. The ePCR is required to be completed for all patients for whom care is rendered at the scene, regardless of whether the patient is transported. Patient care records shall clearly identify those instances when two (2) or more patients are transported in the same ambulance so that proper billing can be done. Further, a round trip transport occurs when a single ambulance takes a patient to a destination and then provides a transport back to the point of origin. Round trip transports, other than “wait and return” trips are to be counted as two (2) transports.
- (b) In order to ensure that County and EMS Agency Medical Director can conduct system-wide quality improvement activities, member agency is required to provide County with electronic copies of accurately completed patient care forms including, but not limited to, correct name, address, date of birth, social security number, and signature of the patient or patient representative (or clearly stated reason why patient is unable to sign) and sufficient information to appropriately document medical necessity.
- (c) In the event that hardware, software, communications, licensing, or other technical problems temporarily prohibit the real-time capture of ePCR data and information, Contractor shall have an immediately available backup system to manually collect all required information. Upon manual collection of this information, it shall be Contractor’s responsibility to enter it into appropriate electronic databases to assure compliance with the reporting requirements and timelines of this Agreement.
- (d) Properly completed ePCR shall be delivered or electronically available to the County within forty-eight (48) hours of the completion of each call
- (e) Member Agency personnel shall utilize the approved El Dorado County “Electronic Prehospital Care Report” (ePCR) for all emergency and non-emergency responses including non-transports.
- (f) The Prehospital Care Report and billing paperwork shall be submitted to COUNTY according to the time frames established in writing by Ambulance Billing as required by El Dorado County EMS Policy: “*EMS Documentation Policies and Procedures*”

Section 3.02 Incident Report

Member Agency shall furnish its personnel with EMS Event Analysis forms, and shall ensure that its personnel understand and utilize such forms. Member Agency shall notify EDCESA within 24 hours if a sentinel event occurs, i.e., injury to patient, crew or public, or violent or high profile incident. Member Agency may also provide notification and EMS Event Analysis forms to the El Dorado County EMS Agency.

- (a) Mutual Aid Received or Provided

Member Agency shall document each occurrence of Mutual Aid emergency medical response into the Primary Response Area by an out-of-area ambulance service entity, or Mutual Aid rendered to another agency outside the Primary Response Area on an EMS Event Analysis

Form. Such report shall detail the time of incident dispatch, time that mutual aid was requested, location of incident, and the reason Mutual Aid was required.

(b) Unusual Activities

Member Agency shall document any and all incidents of unusual activities or occurrences that impacted or had an effect on the normal delivery of services. Events that an attending medic or the Member Agency feel should be documented but are not appropriate to include on the PCR should be included on the EMS Event Analysis form. Such activities may include but are not limited to: acts of violence, combative patients, patient care concerns, inter-agency conflicts, medical equipment failures, obstacles to responses including chronic adverse road conditions, and radio, dispatch, or communication failures. Any other unusual activities that have the potential of affecting patient care shall be documented as well.

(c) Vehicle Failure and Accident Reporting

Member Agency shall document ground ambulance failure above and beyond usual scheduled maintenance and repairs and ambulance accidents that could potentially have a detrimental effect on patient care issues.

Section 3.03 Ambulance Response Time Report

- (a) Member Agency shall submit a monthly report to EDCESA on all emergency medical response times. Such report shall include data identifying the Incident Number, Date, Unit Number, Response Area, Response Mode (Code 2 or 3), and the following times: Time of Dispatch, Arrival at Scene, Depart Scene, and Arrival at Hospital. Emergency medical response time data shall be provided as a computerized report in a tab-delineated format.
- (b) For each response within the previous calendar month that exceeds the Response Time Standard for the area of dispatch location (Urban, Semi-Rural/Rural, or Wilderness) Member Agency shall submit a Response Time Exception Report to EDCESA. The reason for the delayed response time shall be clear, precise, and verifiable in order to determine if the exception is acceptable. These reports shall be submitted to EDCESA for the previous calendar month of service on a monthly basis.

ARTICLE IV. CONTRACT REQUIREMENTS

Section 4.01 Operational Policies

Member Agency shall be responsible to comply with all operational policies and standards currently articulated in this Agreement; EDCESA's Policy and Procedure Manual; the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; policies and procedures promulgated by the California Emergency Medical Services Authority, and by the El Dorado County Emergency Medical Services Agency.

Section 4.02 Billing for Services

Parties receiving emergency medical transport services from Member Agency shall be billed by County Ambulance Billing for said services.

Ambulance personnel shall not request nor receive payment for any services provided pursuant to this Agreement, nor shall they quote charges to the patient or any other concerned individuals, or extend promises for special treatment regarding billable charges. EDCESA shall provide ambulance billing

rate forms to ambulance personnel, and personnel may make these forms available to individuals upon request.

Section 4.03 Term

This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions in Article V of this section. This Agreement will be reviewed by May 31 of each year for continuation of service.

Section 4.04 Compensation for Services
(TO BE DETERMINED BY EDCESA)

Section 4.05 Changes to Agreement

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and approved by the duly authorized boards and fully executed by duly authorized officers of the parties hereto.

This Agreement is subject to termination by mutual agreement, initiated by either party, for any reason during the term of the Agreement. Termination of this Agreement may be initiated by providing written notice to the other party of intent to cancel at least ninety (90) days prior to termination date.

EDCESA may deny, suspend or revoke this Agreement for failure of the Member Agency to comply with this Agreement, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance; or applicable policies, procedures and regulations promulgated by the State of California or by the El Dorado County EMS Agency.

Section 4.06 Assignment and Delegation

EDCESA engages Member Agency for Member Agency's unique qualifications and skills as well as those of Member Agency's personnel. Member Agency shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of EDCESA.

Section 4.07 Independent Provider Liability

Member Agency is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Member Agency exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Member Agency shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. EDCESA shall not be charged with responsibility of preventing risk to the Member Agency or its employees.

Section 4.08 Nondiscrimination in Services, Benefits, and Facilities

- (a) Member Agency certifies under the laws of the State of California that Member Agency shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42

USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.

- (b) For the purpose of this Agreement, discriminations on the basis of race, color, creed, national origin, sex, age, or physical or mental disability include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.

Section 4.09 Notice to Parties

All notices to be given by the parties hereto shall be in writing and sent postage prepaid by registered mail. Notices to Member Agency shall be addressed as follows, or to such other location as either party directs:

El Dorado County Emergency Services Authority

Member Agency

Address _____

Address _____

Attention: _____

Attention: _____

Section 4.10 Indemnity

To the fullest extent of the law, Member Agency shall defend, indemnify, and hold EDCESA and the County of El Dorado harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney’s fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, EDCESA employees, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Member Agency’s services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of EDCESA, the County of El Dorado, the Member Agency, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of EDCESA, its officers and employees, the County of El Dorado, its officers and employees, or as expressly provided by statute. This duty of Member Agency to indemnify and save EDCESA and El Dorado County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Section 4.11 Insurance

The Member Agency shall provide to EDCESA proof of a policy of insurance that is also satisfactory to the El Dorado County Risk Management Division and documentation evidencing that the Member Agency maintains insurance that meets the following requirements set forth hereinafter.

- (a) Workers' Compensation Insurance with statutory limits, as required by the laws of any and all states in which Contractor's employees are located and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000.
- (b) Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of \$3,000,000 covering bodily injury and property damage; General Aggregate limit of \$5,000,000; Products and Completed Operations Aggregate limit of \$2,000,000 and Personal & Advertising Injury limit of \$2,000,000, written on an occurrence form. If Contractor's general liability limits fail to meet the limits required above Contractor may carry excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for general liability with a limit equal to or above the amount stated above on a per occurrence and aggregate basis.
- (c) Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto, including ambulances, fire engines and other emergency services mobile equipment. Inland Marine insurance specific to emergency mobile equipment will be acceptable to meet this requirement together with the automobile liability insurance), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability.
- (d) Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than \$6,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless El Dorado County for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- (e) If the policy is terminated for any reason during the term of this Agreement, Contractor shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.
- (f) If this Agreement is terminated or not renewed, Contractor shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, Contractor shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.
- (g) All policies of insurance shall provide for the following:

- (i) Name El Dorado County, members of the Board of Supervisors of El Dorado County, its officers, agents and employees, as additional insureds except with respect to Workers' Compensation and Professional Liability.
- (ii) Be primary and non-contributory with respect to all obligations assumed by Contractor pursuant to this Agreement or any other services provided. Any insurance carried by El Dorado County shall not contribute to, or be excess of insurance maintained by Contractor, nor in any way provide benefit to Contractor, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.
- (iii) Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available "Best's Insurance Guide."
- (iv) Include a severability of interest clause and cross-liability coverage where El Dorado County is an additional insured.
- (v) Provide a waiver of subrogation in favor of El Dorado County, members of the Board of Supervisors of El Dorado County, its officers, agents and employees.
- (vi) Provide defense in addition to limits of liability.
- (h) Upon execution of this Agreement and each extension of the Term thereafter, Contractor shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to El Dorado County prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) El Dorado County's additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers' compensation and professional liability policies. Contractor shall also furnish El Dorado County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to El Dorado County's address as set forth in the Notices provision of this Agreement.
- (i) All endorsements are to be received and approved by the County of El Dorado before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.
- (j) Unless otherwise agreed by the parties, Contractor shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Contractor as an additional insured on all such coverages. Evidence thereof shall be furnished as El Dorado County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

Section 4.12 Interest of Public Official

No official or employee of Member Agency who exercises any functions or responsibilities in review or approval of services to be provided by Member Agency under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest

of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of EDCESA have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 4.13 Interest of Provider

Member Agency covenants that Member Agency presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other agreement or contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Member Agency further covenants that in the performance of this Agreement no person having any such interest shall be employed by Member Agency.

Section 4.14 Venue

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Member Agency waives any removal rights it might have under Code of Civil Procedure Section 394.

Section 4.15 California Residency (Form 590)

All independent contractors providing services to EDCESA must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Member Agency shall be required to submit a Form 590 prior to execution of a Contract or EDCESA shall withhold seven (7) percent of each payment made to Member Agency during the term of the Contract. This requirement applies to any contract exceeding \$1,500.00.

Section 4.16 Taxpayer Identification / Form W9

Member Agency's federal Taxpayer Identification Number is: _____. Member Agency shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification" prior to execution of this Agreement.

Section 4.17 Administrator

The EDCESA Officer or employee responsible for administering this Agreement is the EDCESA Executive Director, or successor.

Section 4.18 Authorized Signatures

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Section 4.19 Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

ARTICLE V. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last below written.

EDCESA

Date

Member Agency

Date

HIPAA Business Associate Agreement Amendment to
Contract Between the County of El Dorado

and

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY

This HIPAA Business Associate Agreement Amendment ("Amendment") 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 "the JPA") supplements and is made part of the JPA Prehospital Advanced Life Support and Dispatch Services Contract ("Underlying Agreement") as of the date of approval by the parties (the "Effective Date").

RECITALS

WHEREAS, County and the JPA entered into the Underlying Agreement pursuant to which the JPA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to the JPA for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and,

WHEREAS, the JPA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI be in compliance with the Privacy Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Amendment, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by the JPA of County Disclosed PHI.
 - A. The JPA shall be permitted to use PHI disclosed to it by the County:
 - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not

violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County.

- (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Amendment or Required by Law, the JPA may:
- (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
 - (2) disclose the PHI in its possession to a third party for the purpose of the JPA's proper management and administration or to fulfill any legal responsibilities of the JPA. The JPA may disclose PHI as necessary for the JPA's operations only if:
 - (a) the disclosure is Required by Law; or
 - (b) the JPA obtains written assurances from any person or organization to which the JPA will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which the JPA disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify the JPA of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) not disclose PHI disclosed to the JPA by County not authorized by the Underlying Agreement or this Amendment without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (5) de-identify any and all PHI of County received by the JPA under this Amendment provided that the de-identification conforms to the requirements of the Privacy Rule and does not preclude timely

payment and/or claims processing and receipt.

- C. the JPA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Amendment, or as Required by Law, or as otherwise permitted by law.
3. Obligations of the JPA. In connection with its use of PHI disclosed by County to the JPA, the JPA agrees to:
- A. Use or disclose PHI only as permitted or required by this Amendment or as Required by Law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Amendment.
 - C. To the extent practicable, mitigate any harmful effect that is known to the JPA of a use or disclosure of PHI by the JPA in violation of this Amendment.
 - D. Report to County any use or disclosure of PHI not provided for by this Amendment of which the JPA becomes aware.
 - E. Require sub-contractors or agents to whom the JPA provides PHI to agree to the same restrictions and conditions that apply to the JPA pursuant to this Amendment.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.
 - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
4. PHI Access, Amendment and Disclosure Accounting.
the JPA agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:

- (1) the JPA agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) the JPA agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) the JPA shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the JPA need have no information for disclosures occurring before April 14, 2003).
- D. Make available to the County, or to the Secretary of Health and Human Services, the JPA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the JPA's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by the JPA.
- F. Within thirty (30) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the JPA's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.
5. Obligations of County.
- A. County agrees that it will make its best effort to promptly notify the JPA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect the JPA's ability to perform its obligations under the Underlying Agreement, or this Amendment.
 - B. County agrees that it will make its best effort to promptly notify the JPA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect the JPA's ability to perform its obligations under the Underlying Agreement, or this Amendment.
 - C. County agrees that it will make its best effort to promptly notify the JPA

in writing of any known limitation(s) in its notice of privacy

practices to the extent that such limitation may affect the JPA's use of disclosure of PHI.

- D. County shall not request the JPA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
 - E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that the JPA can perform its obligations under this Amendment and/or the Underlying Agreement.
6. Term and Termination. This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein.
7. Amendment to Indemnity.

The JPA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of the JPA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Amendment, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of the JPA, its officers, agents, employees, subcontractors, agents or representatives from this Amendment. the JPA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by the JPA, the JPA shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the JPA's indemnification to County as set forth herein. The JPA's obligation to defend, indemnify and hold harmless County shall be subject to County having given the JPA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be,

and information and reasonable assistance, at the JPA's expense, for the defense or settlement thereof. The JPA's obligation hereunder shall be satisfied when the JPA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Amendment shall in no way limit or circumscribe the JPA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Amendment.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the JPA from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Amendment, this indemnification shall only apply to the subject issues included within this Amendment.

8. Amendment. The parties agree to take such action as is necessary to amend this Amendment from time to time as is necessary for County to comply with the Privacy Rule and HIPAA generally.
9. Survival. The respective rights and obligations of this Amendment shall survive the termination or expiration of this Amendment.
10. Regulatory References. A reference in this Amendment to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts. Any ambiguity in this Amendment and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule and HIPAA generally.
12. Except as herein amended, all other parts and sections of this Agreement with the JPA, shall remain unchanged and in full force and effect.

SECURITY AGREEMENT

between

El Dorado County Emergency Services Authority

and

The County of El Dorado

This Security Agreement is entered into on _____, between the El Dorado County Emergency Services Authority (hereinafter referred to as "JPA"), whose principal place of business is 480 Locust Road, Diamond Springs, CA 95619, and the County of El Dorado (hereinafter referred to as "County") a political subdivision of the State of California.

WHEREAS, the JPA is under contract to provide advanced life support services to County (A copy of the **Contract #2298 for Prehospital Advanced Life Support and Dispatch Services between El Dorado County and El Dorado County Emergency Services Authority** is attached hereto as Exhibit A, and referred to hereinafter as "EMS Agreement"); and

WHEREAS, the EMS Agreement includes takeover rights for County to assume operations should there be a major breach of contract, which would include use of JPA owned vehicles and equipment with which to provide advanced life support services;

NOW, THEREFORE, The JPA agrees as follows:

the JPA grants to County a security interest in the following described property, referred to in this Agreement as the Collateral:

(A description of all vehicles and equipment to be used as Collateral is to appear here)

The JPA warrants the Collateral is to be used in the provision of ambulance services under the EMS Agreement dated July 1, 2018. The JPA's chief place of business is 480 Locust Road, Diamond Springs, CA 95619. Records regarding the Collateral and its assigned location will be kept at this address.

Title

1. Except for the security interest granted to the vendor, and to COUNTY, which is the subject of this Agreement, by this Agreement, the JPA has, or on acquisition will have, full title to the Collateral free from lien, security interest, encumbrance, or claim, and the JPA, at the JPA's cost

and expense, will defend any action that may affect the County's security interest in, or the JPA's title to, the Collateral.

Financing Statement

2. The parties will execute any Financing Statements that may be required by the Uniform Commercial Code as enacted in California to perfect the security interest in the Collateral retained by the County under this Agreement. The Financing Statements will be on forms approved by the California Secretary of State, will be executed with this Agreement, and will be filed as required by the Uniform Commercial Code as enacted in California.

Sale, Lease, or Disposition of Collateral

3. The JPA will not sell, contract to sell, lease, encumber, or dispose of the Collateral or any interest in it without the written consent of the County until this Security Agreement is satisfied in accordance with the terms and conditions of the EMS Agreement.

Insurance

4. Until final termination of this Security Agreement, the JPA, at the JPA's own cost and expense, will insure the Collateral with companies acceptable to the County against the casualties and in the amounts that the County will reasonably require, with a loss payable clause in favor of the JPA and County as their interests may appear. County is authorized to collect sums that may become due under any of the insurance policies and apply them to the obligations secured by this Security Agreement. The JPA must deliver a duplicate copy of each such policy to County.

Protection of Collateral

5. The JPA will keep the Collateral in good order and repair and will not waste or destroy the Collateral or any part of it. The JPA will not use the Collateral in violation of any statute or ordinance, and County will have the right to examine and inspect the Collateral at any reasonable time.

Taxes and Assessments

6. The JPA will pay promptly when due all taxes and assessments on the Collateral, or any part of the Collateral, or for its use and operation.

Location and Identification

7. The JPA will keep the Collateral identifiable, and easily located for as long as this Security Agreement remains in effect.

Security Interest in Proceeds and Accessions

8. The JPA grants to County a security interest in and to all proceeds, increases, substitutions, replacements, additions, and accessions to the Collateral and to any part of the Collateral. This provision shall not be construed to mean that the JPA is authorized to sell, lease, or dispose of the Collateral without the prior written consent of County.

Reimbursement of Expenses

9. At the option of County, County may discharge taxes, liens, interest, or perform or cause to be performed for and on behalf of the JPA any actions and conditions, obligations, or covenants that the JPA has failed or refused to perform. In addition, County may pay for the repair, maintenance, and preservation of the Collateral. County also may enter the premises where the Collateral or any part of it is located and cause to be performed as agent and on the account of the JPA any acts that County deems necessary for the proper repair or maintenance of the Collateral or any part of it. All sums expended by County under this paragraph, including but not limited to, attorneys' fees, court costs, agent's fees, or commissions, or any other costs or expenses, will bear interest from the date of payment at the annual rate equal to the current Federal Funds Rate as set by the Federal Open Market Committee, will be payable at the place designated in the JPA's note, and will be secured by this Security Agreement.

Change of Place of Business

10. The JPA will promptly notify County of any change of the JPA's chief place of business, or place where records concerning the Collateral are kept.

Attorney-in-Fact

11. The JPA appoints County as the JPA's attorney-in-fact to do any act that the JPA is obligated by this Security Agreement to do, to exercise all rights of the JPA in the Collateral, to make collections, to execute all papers and instruments, and to do all other things necessary to preserve and protect the County's security interest in the Collateral.

Time of Performance and Waiver

12. The failure of County to exercise any right or remedy will not constitute a waiver of any obligation of the JPA or right of County and will not constitute a waiver of any other similar default that occurs later.

Default

13. The JPA will be in default under this Security Agreement on the occurrence of any of the following events or conditions:

- (a) Default in the EMS Agreement;

(b) Loss, theft, substantial damage, or destruction of the uninsured Collateral, sale, or additional encumbrance to or of any of the Collateral without compliance with Article 1, B (3) of the JPA Agreement as amended, or the making of any levy, seizure, or attachment of or on the Collateral; or

(c) Death, dissolution, termination of existence, insolvency, business failure, appointment of the JPA, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against the JPA.

Remedies

14. On the occurrence of any event of default, County may exercise its takeover rights in accordance with the terms and conditions of the EMS Agreement.

In the event of a takeover, County may require the JPA to assemble the Collateral and make it available to County at any place to be designated by County that is reasonably convenient to both parties, or County may proceed in accordance with the terms and conditions of the EMS Agreement.

Governing Law

15. This Security Agreement will be construed in accordance with the laws of the State of California. All obligations of the parties created under this Security Agreement are performable in El Dorado County, California.

Parties Bound

16. This Security Agreement will be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Security Agreement.

Attorneys' Fees

17. If any litigation is begun between the parties to this Security Agreement concerning the Collateral, this Security Agreement, or the rights and duties of either party, the prevailing party will be entitled to a reasonable sum as reimbursement for that party's attorneys' fees and legal expenses.

Validity and Construction

18. If any one or more of the provisions contained in this Security Agreement is for any reason held to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability of that provision will not effect any other provision of this Security Agreement, and this Security Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Michael Ranalli, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrising
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

El Dorado County Emergency Services Authority

By: _____
Michael Hardy
Chairperson, JPA Board of Directors
"JPA"

Dated: _____

ATTEST:

By: _____
Board Secretary

Dated: _____

CONTINGENT LEASE AGREEMENT
COUNTY OF EL DORADO

THIS CONTINGENT LEASE Agreement (Agreement) is entered into as of the day _____ of _____, 2018, between the County Of El Dorado, a political subdivision of the State of California, (Lessee), and El Dorado County Emergency Services Authority (hereinafter referred to as Lessor or Contractor).

WHEREAS, Lessor and Lessee have entered into an agreement for ambulance services (Contract #2298), which is incorporated herein for all purposes, which contemplates that the parties would enter into a mutually agreed upon arrangement to facilitate Lessee's "Takeover rights" as described in the Contract; and

WHEREAS, in the event of a "takeover", Lessee desires to lease certain ambulances and certain items of equipment (collectively known as Equipment) specified on Attachment A attached hereto and incorporated herein for all purposes, to Lessee, and Lessee desires to lease the Equipment from Lessor upon the terms and contained in this Agreement and based on the Contract; and

WHEREAS, there are no existing security interests or other encumbrances on the Equipment; and

WHEREAS, Lessor and Lessee agree that this Contingent Lease Agreement shall become effective and the Lessee shall lease the Equipment only upon occurrence of the contingency provided in section 3 hereof in the event of exercise of takeover rights in accordance with the Contract;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

- 1) Agreement to Lease: That all matters stated above are found to be true and correct and are hereby incorporated into the body of this Agreement as if copied herein in their entirety. This Agreement sets forth the terms and conditions upon which Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment specified on Schedule "A".
- 2) Acceptance: Lessor warrants that the Equipment complies in all respects with the terms and provisions of the Contract. Lessee hereby accepts the Equipment for lease upon and subject

to the terms and conditions of this Agreement "as is" and Lessee hereby agrees to be fully and completely bound by each and all of the terms and conditions hereof.

- 3) Lessee's Performance Rights and "Takeover Rights": This Agreement shall be contingent and effective solely upon the determination by the EI Dorado County Board of Supervisors that a Major Breach as defined in the contract #2298 has occurred and Lessee's "takeover rights" or "performance rights" are activated in accordance with said contract. Once "takeover rights" are activated by Lessee by notice to Lessor that a majority vote of the EI Dorado County Board of Supervisors has been made to effectuate an immediate "takeover" or takeover by Lessee pursuant to and by the Contract, then Lessee shall have the option, at its sole discretion to take possession and control of the Equipment subject to the terms and conditions of this Agreement.
- 4) Rent, Lease Term and Renewal: Upon Lessee exercising its performance rights, Lessee shall pay Lessor or Lessor's assignee or successor monthly rent for the Equipment in an amount equal to the fair market monthly rental value of the Equipment ("Rental Payment"), less any offset for amounts due from Lessor to Lessee under the Contract. One such Rental Payment shall be due and payable during the term of this Agreement on or before the first day of each calendar month succeeding the calendar month in which Lessee exercises its performance rights; provided that in the event the term hereof shall end during a calendar month or a subsequent sublease shall be executed, the rent for any fractional calendar month preceding the end of the term of this Agreement or the effective date of the subsequent sublease agreement, as applicable, shall be prorated by days. In addition, Lessee shall pay rent for the fractional calendar month in which Lessee exercises its performance rights prorated by days commencing with the day Lessee takes possession and control of the Equipment. The term of this Agreement ("Lease Term") shall commence on the exercise of Lessee's performance rights hereunder and shall continue for the same period of time as the Contract, unless sooner terminated pursuant to the provisions hereof. The amount of the fair market monthly rental value ("FMMRV") of the Equipment shall be determined by agreement of the Lessor and Lessee. In the event that the Lessor and Lessee cannot agree upon the fair market monthly rental value of the Equipment within three (3) months of the date when the initial Rental Payment amount or any subsequent adjusted Rental Payment amount becomes due ("Agreement Date"), the fair market monthly rental value of the Equipment shall be determined by the following appraisal process. Within ten (10) days after the FMMRV Agreement Date, each party shall select an appraiser and shall submit in writing the name of the appraiser so selected to the other party. Within twenty (20) days after the FMMRV Agreement Date, the two (2) appraisers so selected by the parties shall select a third, and the three (3) appraisers shall determine the FMMRV of the Equipment and shall submit in writing their determination to both parties within thirty (30) days of the FMMRV Agreement date. The three (3) appraisers' determination of the FMMRV of the Equipment shall be binding upon both Lessor and Lessee when approved by the EI Dorado County Board of Supervisors.
- 5) Payment of Rent: The Rental Payments and any other payments under this Agreement shall be payable only from the current revenues of Lessee or any other funding source Lessee should choose and shall be made to Lessor or to Lessor's assignee or successor at Lessor's

address shown on the signature page hereof, or at such other address as Lessor or Lessor's assignee may designate, in immediately available funds in such coin or currency of the United States of America or other medium of exchange which at the time of payment shall be legal tender for the payment of public and private debts.

- 6) Non-appropriation of Funds: In the event funds are not budgeted and appropriated in any fiscal year of Lessee for Rental Payments due under this Agreement for the then current or succeeding fiscal year of Lessee, this Agreement shall impose no obligation on the Lessee as to such current or succeeding fiscal year of Lessee and this Agreement shall become null and void. No right of action or damage shall accrue to the benefit of Lessor, its successors or assignees, for any further payments. If the provisions of this are utilized by Lessee, Lessee agrees to promptly notify Lessor or Lessor's assignee within a reasonable amount of time that funds are not budgeted and appropriated, and to immediately and peaceably surrender possession of the Equipment to Lessor or Lessor's assignee or the appropriate entity. In all events, Lessee shall pay Rental payments for each month the Equipment is utilized by the Lessee or an agent of the Lessee.

- 7) Purchase Option: In the event Lessee has exercised its performance rights upon thirty (30) days prior written notice from Lessee to Lessor ("Purchase Option Notice"), and provided there is no Event of Default (as defined herein) or Incipient Default (as defined herein) then existing Lessee shall have the right to purchase the Equipment by paying to Lessor, on such date, the Rental Payment then due together with an amount equal to the then Fair Market Value ("Concluding Payment") of the Equipment, Fair Market Value of the Equipment shall be determined by agreement of the Lessor and Lessee. In the Purchase Option notice from the Lessee to the Lessor, the Lessee shall indicate what Lessee believes the Concluding Payment amount should be within ten (10) days after receipt of the Lessee's Purchase Option notice. Lessor shall notify Lessee in writing if Lessor disagrees with the Lessee's Concluding Payment amount as specified in the Lessee's Purchase Option notice ("Lessor's Response Notice"). In the event Lessor fails to deliver Lessee's Response Notice within ten (10) days after Lessor's receipt of the Lessee's Purchase Option notice, Lessor shall be obligated to sell the Equipment to Lessee for the Rental Payment then due together with the Concluding Payment amount set forth in Lessee's Purchase option notice. In the event Lessor delivers the Lessor's Response Notice in a timely fashion, then within ten (10) days after Lessee's receipt of Lessor's Response Notice, each party shall select an appraiser and submit in writing the name of the appraiser so selected to the other party. Within twenty (20) days after Lessee's receipt of Lessor's Response Notice, the two (2) appraisers so selected by the parties shall select a third appraiser, and the three (3) appraisers shall determine the fair market value of the Equipment and shall submit in writing, their determination to both Lessor and Lessee. Such determination by the three (3) appraisers of the fair market value of the Equipment shall be the Concluding Payment amount and shall be binding upon Lessor and Lessee. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is without warranty express or implied, except that Lessor shall warrant the Equipment is free and clear of any liens created by Lessor. Documentation verifying that any Equipment is free and clear of any liens created by Lessor will be provided to Lessee promptly.

- 8) Statement of Lease: This Agreement shall constitute a lease of personal property, and Lessee agrees to take all action necessary or reasonably requested by Lessor or Lessor's assignee to ensure that the Equipment shall be and remain personal property, and nothing herein shall be construed as conveying to Lessee any interest in the Equipment other than its interest as a Lessee. Lessee shall, at its expense, protect and defend the interests of Lessor or Lessor's assignee in the Equipment against all third party claims as a result of Lessee's negligent act, keep the Equipment free and clear of any mortgage, security interest, pledge, lien, charge, claim or other encumbrance (collectively, "Lien"), except any Lien arising solely through acts of Lessor or Lessee's assignee ("Lessor's Lien"); give Lessor or Lessee's assignee immediate notice of the existence of any such Lien; and defend Lessor or Lessor's assignee against any claim, liability, loss damage or expense arising in connection with any of the foregoing.
- 9) Use: The Equipment set out in Attachment "A" which is incorporated herein for all purposes may be subleased to a sublessee for use and operation pursuant to the Contract. The Equipment will be used for providing ambulance services to the Lessee and operated by Lessee and any sublessee in the ordinary conduct of their business by qualified employees and agents of Lessee and of any sublessee and in accordance with all applicable manufacturer and vendor instructions as well as with all applicable legal and regulatory requirements. Lessee shall not change, or permit any sublessee to change, the location of any of the Equipment from EI Dorado County CSA No. 7 without obtaining Lessor's or Lessor's assignee's prior written consent.
- 10) Maintenance and Alterations: Lessee and any sublessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Lease Term those maintenance agreements with respect to the Equipment required by this Agreement or hereafter required by Lessor or Lessor's assignee. Lessee shall, at its expense, make such alterations ("Required Alterations") to the Equipment during the Lease Term as may be required by applicable legal and regulatory requirements. In addition, Lessee may at its expense, without Lessor's consent, so long as no Event of Default or event which with the passage of time or giving of notice or both, would constitute an Event of Default ("Incipient Default"), has occurred and is continuing, make alterations ("Permitted Alterations") to any of the Equipment which do not impair the commercial value or originally intended function or use of such Equipment and which are readily removable without causing damage to such Equipment. All Required Alterations and Permitted Alterations, if any, shall be made only if permitted by applicable laws and only if made in conformance with applicable laws. Any Permitted Alterations not removed by Lessee prior to the return of such Equipment to Lessor or Lessor's assignee, and all Required Alterations, shall immediately without further action become the property of Lessor or Lessor's assignee and part of such Equipment for all purposes of this Agreement. Other than as provided in this Section hereof, Lessee may make no alterations to any of the Equipment. Any prohibited alterations to any of the Equipment shall, at Lessor or Lessor's assignee's election, immediately become the property of Lessor or Lessor's assignee without further action and

without Lessor or Lessor's assignee thereby waiving any Incipient Default (as defined herein) or Event of Default (as defined herein) .

- 11) Return: Unless Lessee elects to exercise its purchase option as provided in this Contingent Lease Agreement hereof, at the expiration or earlier termination of the Lease Term, Lessee shall, at its expense, return such Equipment to Lessor or Lessor's assignee at Lessor's address unless otherwise agreed in writing by Lessee and Lessor.
- 12) Identification: Lessor shall, at its expense, place and maintain permanent markings on the Equipment evidencing ownership, security and other interests therein, as specified from time to time by Lessor or Lessor's assignee. Lessee shall not place or permit to be placed any other markings on any Equipment which might indicate any ownership or security interest in such Equipment. Any markings on any Equipment not made at Lessor's or Lessor's assignee's request shall be removed by Lessee, at its expense, prior to the return of such Equipment to Lessor or Lessor's assignee in accordance with Section 11 of this Contingent Lease Agreement entitled "Return" hereof.
- 13) Inspection: Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor or Lessor's assignee or the agents of Lessor or Lessor's assignee for inspection during regular business hours at the location of such Equipment. Lessee acknowledges that at the time of "takeover", if any, Lessee or its agents will fully inspect the Equipment and verify that the Equipment is in good condition and repair and that the Lessee will accept the Equipment as is in accordance with this Contingent Lease Agreement at the paragraph entitled "Acceptance".
- 14) Lessee Sublease or Assignment: Lessee and Lessor agree that Lessee has the right to sublease the Equipment pursuant to a sublease agreement as Lessee's sole discretion may hereafter determine. Lessee shall further have the right, in the event of termination of any sublease agreement, or termination of a subsequent sublease agreement, to sublease the Equipment under the terms and conditions as Lessee shall determine to another sublessee. If Lessor has failed to perform under the terms of this Contingent Lease Agreement or the Contract then Lessor's approval of a sublessee shall not be required. If Lessee elects not to exercise its performance rights, or fails to budget and appropriate funds as provided in the paragraph of this Contingent Lease Agreement entitled "Non-Appropriation of Funds" hereof, this Contingent Lease Agreement shall terminate automatically in accordance with Section 6 hereof entitled "Non-appropriation of Funds".
- 15) Lessor Assignment: Lessor or Lessor's assignee may from time to time, after prior written approval of Lessee, which approval shall not be unreasonably withheld or delayed, assign or otherwise transfer (collectively "Transfer"), in whole or in part, this Agreement, or any of its interests, rights or obligations with respect thereto, including without limitation any Rental Payment and any other sums due or to become due under this Agreement, to one or more persons or entities (hereinafter referred to as "Assignee"). Each Assignee shall have, to the extent provided in any Transfer document, all of Lessor's rights, powers, privileges and remedies provided at law, equity or in this Agreement.

- 16) Liens: Lessee shall not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to any Equipment Lessor's or an Assignee's title to any such Equipment, or other interest or right of Lessor or an Assignee with respect thereto, except Lessor's Liens. Lessee, at its expense, shall promptly pay, satisfy and take such other actions as may be necessary or reasonably requested by Lessor or an Assignee to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien, except for any liens caused by Lessor.
- 17) Risk of Loss: Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, except where caused by the negligence of Lessor, which shall occur prior to the return of such Equipment in accordance with paragraph 11 in Contingent Lease Agreement entitled "Return". In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment, except where caused by the negligence of Lessor, including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with paragraph 11 in Contingent Lease Agreement entitled "Return". In no event shall Lessee's liability with respect to the Equipment exceed the fair market value of the Equipment, taking into account the age and condition of the Equipment at the time of the loss, damage, the taking, destruction, confiscation or requisition.
- 18) Casualty: If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.
- 19) Insurance: Lessee or any sublessee hereunder shall, at its expense, cause to be carried and maintained for all of the Equipment, commencing at the time any risk shall pass to Lessee as to such Equipment and continuing until the return of such Equipment in accordance with the paragraph 11 in Contingent Lease Agreement entitled "Return", insurance against such risks, under Lessee's self-insurance program or, at Lessee's sole option, some other program mutually agreed to by Lessor and Lessee. If any insurance proceeds are received with respect to an occurrence which does not constitute an Event of Loss, such proceeds shall be applied to payment for repairs. If any insurance proceeds are received by Lessee or any sublessee or an Assignee with respect to an occurrence which constitutes an Event of Loss, such proceeds shall be applied first toward replacement Equipment or applied toward repair of Equipment to a serviceable condition, and then toward the Rental Payments due. Within ten (10) days of Lessee taking possession and control of the Equipment, and, if an insurance policy is issued, on a date not less than thirty (30) days prior to each insurance policy expiration date, Lessee shall deliver to Lessor certificates of insurance or proof of self insurance or other evidence satisfactory to Lessor showing that such insurance coverage is and will remain in effect in accordance with Lessee's obligations under this Section, Lessor shall be under no duty to ascertain the existence of any insurance coverage or to examine any certificate of insurance or other evidence of insurance coverage or to advise Lessee in the event the insurance

coverage does not comply with the requirements hereof. Lessee shall give Lessor prompt notice of any damage, loss or other occurrence required to be insured against with respect to any Equipment.

- 20) Taxes and Fees: Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Agreement or the Equipment.
- 21) Limited Warranty: Lessor warrants to Lessee that, so long as no Incipient Default or Event of Default has occurred and is continuing, Lessor will not interfere with Lessee's use and possession of the Equipment. Lessor, not being the manufacturer or vendor of the equipment, makes no other representation or warranty, express or implied, as to the suitability or fitness for any particular purpose the quality of the material or workmanship of the equipment.
- 22) Events of Default: Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if (a) Lessee fails to make any Rental Payment for which funds have been appropriated and budgeted by Lessee as it becomes due in accordance with the terms of this agreement and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor, or (b) Lessee violates any covenant, term, or provision of this Agreement, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor. Failure of Lessee to budget and appropriate funds in any fiscal year of Lessee for Rental Payments due under this Agreement shall not constitute an Event of Default.
- 23) Remedies: If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor or Lessor's assignee at its option, may:
- A) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof, or
 - B) by notice to Lessee terminate this Agreement, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Agreement as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Agreement only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor or Lessor's assignee may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee, its successors and assigns, to use such Equipment for any purposes whatsoever.

The remedies of Lessor referred to in this Section shall be deemed exclusive.

- 24) Information: Lessee agrees to furnish Lessor or an Assignee such information concerning the Equipment as Lessor or an Assignee may reasonably request.
- 25) Late Charges: Any nonpayment of Rental Payment or other amounts payable under this Agreement shall result in Lessee's obligation to promptly pay Lessor or Lessor's assignee as additional rent on such overdue payment, for the period of time during which it is overdue, interest at the highest lawful rate authorized to be paid by municipalities of the State of California.
- 26) Lessor's Right to Perform for Lessee: If Lessee fails to duly and promptly pay (except pursuant to the paragraph in this Contingent Lease Agreement entitled "Non-Appropriation of Funds"), perform or comply with any of its obligations, covenants or agreements under this Agreement, Lessor or an Assignee may itself pay, perform or comply with any of such obligations, covenants or agreements for the account of Lessee, in such event, any amount paid or expense incurred by Lessor or an Assignee in connection therewith shall on demand, together with interest as provided in the paragraph in this Contingent Lease Agreement entitled "Late Charges", be paid to Lessor or an Assignee.
- 27) Notices: Any consent, instruction or notice required or permitted to be given under this Agreement shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor, Lessee or an Assignee, as the case may be, at their respective addresses set forth herein or at such other address as Lessor, Lessee or an Assignee shall from time to time designate to the other party by notice similarly given.
- 28) Miscellaneous: No term or provision of this Agreement may be amended, altered, waived, discharged or terminated except by an instrument in writing signed by a duly authorized representative of the party against which the enforcement of the amendment, alteration, waiver, discharge or termination is sought. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of California. Subject to all of the terms and provisions of this Agreement, all of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Agreement, any documents executed and delivered in connection herewith, including but not limited to the Guaranty and any subsequent guaranty, the Non-disturbance Agreement of the Bank, and the Contract and any documents executed in connection with said Contract shall constitute the entire agreement of Lessor and Lessee with respect to the Equipment leased hereby, and shall automatically cancel and supersede any and all prior oral or written understandings with respect hereto. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts taken together shall constitute one and the same instrument. The headings in this Agreement shall be for convenience of reference only and shall form no part of this Agreement. Whenever the context requires, the covenants, conditions and obligations contained in this under this Agreement shall survive the delivery and return of the Equipment leased hereunder.

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

LESSOR / CONTRACTOR

By: _____
Chief Mike Hardy, Chairperson,
El Dorado County Emergency Services
Authority
Board of Directors
(Contractor)

Dated: _____

Attest: _____

By: _____
Corporate Secretary

Date: _____

LESSEE

By: _____
Michael Ranalli, Chair
Board of Supervisors
County of El Dorado

Dated: _____

*Attest: James Mitrison
Clerk of the Board of
Supervisors*

By: _____
Deputy

Date: _____

ATTACHMENT A
LEASE Equipment

CONTINGENT LEASE AGREEMENT
COUNTY OF EL DORADO

THIS CONTINGENT LEASE Agreement (Agreement) is entered into as of the day _____ of _____, 2018, between the County Of El Dorado, a political subdivision of the State of California, (Lessee), and El Dorado County Emergency Services Authority (hereinafter referred to as Lessor or Contractor).

WHEREAS, Lessor and Lessee have entered into an agreement for ambulance services (Contract #2298), which is incorporated herein for all purposes, which contemplates that the parties would enter into a mutually agreed upon arrangement to facilitate Lessee's "Takeover rights" as described in the Contract; and

WHEREAS, in the event of a "takeover", Lessee desires to lease certain ambulances and certain items of equipment (collectively known as Equipment) specified on Attachment A attached hereto and incorporated herein for all purposes, to Lessee, and Lessee desires to lease the Equipment from Lessor upon the terms and contained in this Agreement and based on the Contract; and

WHEREAS, there are no existing security interests or other encumbrances on the Equipment; and

WHEREAS, Lessor and Lessee agree that this Contingent Lease Agreement shall become effective and the Lessee shall lease the Equipment only upon occurrence of the contingency provided in section 3 hereof in the event of exercise of takeover rights in accordance with the Contract;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

- 1) Agreement to Lease: That all matters stated above are found to be true and correct and are hereby incorporated into the body of this Agreement as if copied herein in their entirety. This Agreement sets forth the terms and conditions upon which Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment specified on Schedule "A".
- 2) Acceptance: Lessor warrants that the Equipment complies in all respects with the terms and provisions of the Contract. Lessee hereby accepts the Equipment for lease upon and subject

to the terms and conditions of this Agreement "as is" and Lessee hereby agrees to be fully and completely bound by each and all of the terms and conditions hereof.

- 3) Lessee's Performance Rights and "Takeover Rights": This Agreement shall be contingent and effective solely upon the determination by the El Dorado County Board of Supervisors that a Major Breach as defined in the contract #2298 has occurred and Lessee's "takeover rights" or "performance rights" are activated in accordance with said contract. Once "takeover rights" are activated by Lessee by notice to Lessor that a majority vote of the El Dorado County Board of Supervisors has been made to effectuate an immediate "takeover" or takeover by Lessee pursuant to and by the Contract, then Lessee shall have the option, at its sole discretion to take possession and control of the Equipment subject to the terms and conditions of this Agreement.
- 4) Rent, Lease Term and Renewal: Upon Lessee exercising its performance rights, Lessee shall pay Lessor or Lessor's assignee or successor monthly rent for the Equipment in an amount equal to the fair market monthly rental value of the Equipment ("Rental Payment"), less any offset for amounts due from Lessor to Lessee under the Contract. One such Rental Payment shall be due and payable during the term of this Agreement on or before the first day of each calendar month succeeding the calendar month in which Lessee exercises its performance rights; provided that in the event the term hereof shall end during a calendar month or a subsequent sublease shall be executed, the rent for any fractional calendar month preceding the end of the term of this Agreement or the effective date of the subsequent sublease agreement, as applicable, shall be prorated by days. In addition, Lessee shall pay rent for the fractional calendar month in which Lessee exercises its performance rights prorated by days commencing with the day Lessee takes possession and control of the Equipment. The term of this Agreement ("Lease Term") shall commence on the exercise of Lessee's performance rights hereunder and shall continue for the same period of time as the Contract, unless sooner terminated pursuant to the provisions hereof. The amount of the fair market monthly rental value ("FMMRV") of the Equipment shall be determined by agreement of the Lessor and Lessee. In the event that the Lessor and Lessee cannot agree upon the fair market monthly rental value of the Equipment within three (3) months of the date when the initial Rental Payment amount or any subsequent adjusted Rental Payment amount becomes due ("Agreement Date"), the fair market monthly rental value of the Equipment shall be determined by the following appraisal process. Within ten (10) days after the FMMRV Agreement Date, each party shall select an appraiser and shall submit in writing the name of the appraiser so selected to the other party. Within twenty (20) days after the FMMRV Agreement Date, the two (2) appraisers so selected by the parties shall select a third, and the three (3) appraisers shall determine the FMMRV of the Equipment and shall submit in writing their determination to both parties within thirty (30) days of the FMMRV Agreement date. The three (3) appraisers' determination of the FMMRV of the Equipment shall be binding upon both Lessor and Lessee when approved by the El Dorado County Board of Supervisors.
- 5) Payment of Rent: The Rental Payments and any other payments under this Agreement shall be payable only from the current revenues of Lessee or any other funding source Lessee should choose and shall be made to Lessor or to Lessor's assignee or successor at Lessor's

address shown on the signature page hereof, or at such other address as Lessor or Lessor's assignee may designate, in immediately available funds in such coin or currency of the United States of America or other medium of exchange which at the time of payment shall be legal tender for the payment of public and private debts.

- 6) Non-appropriation of Funds: In the event funds are not budgeted and appropriated in any fiscal year of Lessee for Rental Payments due under this Agreement for the then current or succeeding fiscal year of Lessee, this Agreement shall impose no obligation on the Lessee as to such current or succeeding fiscal year of Lessee and this Agreement shall become null and void. No right of action or damage shall accrue to the benefit of Lessor, its successors or assignees, for any further payments. If the provisions of this are utilized by Lessee, Lessee agrees to promptly notify Lessor or Lessor's assignee within a reasonable amount of time that funds are not budgeted and appropriated, and to immediately and peaceably surrender possession of the Equipment to Lessor or Lessor's assignee or the appropriate entity. In all events, Lessee shall pay Rental payments for each month the Equipment is utilized by the Lessee or an agent of the Lessee.

- 7) Purchase Option: In the event Lessee has exercised its performance rights upon thirty (30) days prior written notice from Lessee to Lessor ("Purchase Option Notice"), and provided there is no Event of Default (as defined herein) or Incipient Default (as defined herein) then existing Lessee shall have the right to purchase the Equipment by paying to Lessor, on such date, the Rental Payment then due together with an amount equal to the then Fair Market Value ("Concluding Payment") of the Equipment, Fair Market Value of the Equipment shall be determined by agreement of the Lessor and Lessee. In the Purchase Option notice from the Lessee to the Lessor, the Lessee shall indicate what Lessee believes the Concluding Payment amount should be within ten (10) days after receipt of the Lessee's Purchase Option notice. Lessor shall notify Lessee in writing if Lessor disagrees with the Lessee's Concluding Payment amount as specified in the Lessee's Purchase Option notice ("Lessor's Response Notice"). In the event Lessor fails to deliver Lessee's Response Notice within ten (10) days after Lessor's receipt of the Lessee's Purchase Option notice, Lessor shall be obligated to sell the Equipment to Lessee for the Rental Payment then due together with the Concluding Payment amount set forth in Lessee's Purchase option notice. In the event Lessor delivers the Lessor's Response Notice in a timely fashion, then within ten (10) days after Lessee's receipt of Lessor's Response Notice, each party shall select an appraiser and submit in writing the name of the appraiser so selected to the other party. Within twenty (20) days after Lessee's receipt of Lessor's Response Notice, the two (2) appraisers so selected by the parties shall select a third appraiser, and the three (3) appraisers shall determine the fair market value of the Equipment and shall submit in writing, their determination to both Lessor and Lessee. Such determination by the three (3) appraisers of the fair market value of the Equipment shall be the Concluding Payment amount and shall be binding upon Lessor and Lessee. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is without warranty express or implied, except that Lessor shall warrant the Equipment is free and clear of any liens created by Lessor. Documentation verifying that any Equipment is free and clear of any liens created by Lessor will be provided to Lessee promptly.

- 8) Statement of Lease: This Agreement shall constitute a lease of personal property, and Lessee agrees to take all action necessary or reasonably requested by Lessor or Lessor's assignee to ensure that the Equipment shall be and remain personal property, and nothing herein shall be construed as conveying to Lessee any interest in the Equipment other than its interest as a Lessee. Lessee shall, at its expense, protect and defend the interests of Lessor or Lessor's assignee in the Equipment against all third party claims as a result of Lessee's negligent act, keep the Equipment free and clear of any mortgage, security interest, pledge, lien, charge, claim or other encumbrance (collectively, "Lien"), except any Lien arising solely through acts of Lessor or Lessee's assignee ("Lessor's Lien"); give Lessor or Lessee's assignee immediate notice of the existence of any such Lien; and defend Lessor or Lessor's assignee against any claim, liability, loss damage or expense arising in connection with any of the foregoing.

- 9) Use: The Equipment set out in Attachment "A" which is incorporated herein for all purposes may be subleased to a sublessee for use and operation pursuant to the Contract. The Equipment will be used for providing ambulance services to the Lessee and operated by Lessee and any sublessee in the ordinary conduct of their business by qualified employees and agents of Lessee and of any sublessee and in accordance with all applicable manufacturer and vendor instructions as well as with all applicable legal and regulatory requirements. Lessee shall not change, or permit any sublessee to change, the location of any of the Equipment from EI Dorado County CSA No. 7 without obtaining Lessor's or Lessor's assignee's prior written consent.

- 10) Maintenance and Alterations: Lessee and any sublessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Lease Term those maintenance agreements with respect to the Equipment required by this Agreement or hereafter required by Lessor or Lessor's assignee. Lessee shall, at its expense, make such alterations ("Required Alterations") to the Equipment during the Lease Term as may be required by applicable legal and regulatory requirements. In addition, Lessee may at its expense, without Lessor's consent, so long as no Event of Default or event which with the passage of time or giving of notice or both, would constitute an Event of Default ("Incipient Default"), has occurred and is continuing, make alterations ("Permitted Alterations") to any of the Equipment which do not impair the commercial value or originally intended function or use of such Equipment and which are readily removable without causing damage to such Equipment. All Required Alterations and Permitted Alterations, if any, shall be made only if permitted by applicable laws and only if made in conformance with applicable laws. Any Permitted Alterations not removed by Lessee prior to the return of such Equipment to Lessor or Lessor's assignee, and all Required Alterations, shall immediately without further action become the property of Lessor or Lessor's assignee and part of such Equipment for all purposes of this Agreement. Other than as provided in this Section hereof, Lessee may make no alterations to any of the Equipment. Any prohibited alterations to any of the Equipment shall, at Lessor or Lessor's assignee's election, immediately become the property of Lessor or Lessor's assignee without further action and

without Lessor or Lessor's assignee thereby waiving any Incipient Default (as defined herein) or Event of Default (as defined herein) .

- 11) Return: Unless Lessee elects to exercise its purchase option as provided in this Contingent Lease Agreement hereof, at the expiration or earlier termination of the Lease Term, Lessee shall, at its expense, return such Equipment to Lessor or Lessor's assignee at Lessor's address unless otherwise agreed in writing by Lessee and Lessor.
- 12) Identification: Lessor shall, at its expense, place and maintain permanent markings on the Equipment evidencing ownership, security and other interests therein, as specified from time to time by Lessor or Lessor's assignee. Lessee shall not place or permit to be placed any other markings on any Equipment which might indicate any ownership or security interest in such Equipment. Any markings on any Equipment not made at Lessor's or Lessor's assignee's request shall be removed by Lessee, at its expense, prior to the return of such Equipment to Lessor or Lessor's assignee in accordance with Section 11 of this Contingent Lease Agreement entitled "Return" hereof.
- 13) Inspection: Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor or Lessor's assignee or the agents of Lessor or Lessor's assignee for inspection during regular business hours at the location of such Equipment. Lessee acknowledges that at the time of "takeover", if any, Lessee or its agents will fully inspect the Equipment and verify that the Equipment is in good condition and repair and that the Lessee will accept the Equipment as is in accordance with this Contingent Lease Agreement at the paragraph entitled "Acceptance".
- 14) Lessee Sublease or Assignment: Lessee and Lessor agree that Lessee has the right to sublease the Equipment pursuant to a sublease agreement as Lessee's sole discretion may hereafter determine. Lessee shall further have the right, in the event of termination of any sublease agreement, or termination of a subsequent sublease agreement, to sublease the Equipment under the terms and conditions as Lessee shall determine to another sublessee. If Lessor has failed to perform under the terms of this Contingent Lease Agreement or the Contract then Lessor's approval of a sublessee shall not be required. If Lessee elects not to exercise its performance rights, or fails to budget and appropriate funds as provided in the paragraph of this Contingent Lease Agreement entitled "Non-Appropriation of Funds" hereof, this Contingent Lease Agreement shall terminate automatically in accordance with Section 6 hereof entitled "Non-appropriation of Funds".
- 15) Lessor Assignment: Lessor or Lessor's assignee may from time to time, after prior written approval of Lessee, which approval shall not be unreasonably withheld or delayed, assign or otherwise transfer (collectively "Transfer"), in whole or in part, this Agreement, or any of its interests, rights or obligations with respect thereto, including without limitation any Rental Payment and any other sums due or to become due under this Agreement, to one or more persons or entities (hereinafter referred to as "Assignee"). Each Assignee shall have, to the extent provided in any Transfer document, all of Lessor's rights, powers, privileges and remedies provided at law, equity or in this Agreement.

- 16) Liens: Lessee shall not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to any Equipment Lessor's or an Assignee's title to any such Equipment, or other interest or right of Lessor or an Assignee with respect thereto, except Lessor's Liens. Lessee, at its expense, shall promptly pay, satisfy and take such other actions as may be necessary or reasonably requested by Lessor or an Assignee to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien, except for any liens caused by Lessor.
- 17) Risk of Loss: Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, except where caused by the negligence of Lessor, which shall occur prior to the return of such Equipment in accordance with paragraph 11 in Contingent Lease Agreement entitled "Return". In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment, except where caused by the negligence of Lessor, including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with paragraph 11 in Contingent Lease Agreement entitled "Return". In no event shall Lessee's liability with respect to the Equipment exceed the fair market value of the Equipment, taking into account the age and condition of the Equipment at the time of the loss, damage, the taking, destruction, confiscation or requisition.
- 18) Casualty: If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.
- 19) Insurance: Lessee or any sublessee hereunder shall, at its expense, cause to be carried and maintained for all of the Equipment, commencing at the time any risk shall pass to Lessee as to such Equipment and continuing until the return of such Equipment in accordance with the paragraph 11 in Contingent Lease Agreement entitled "Return", insurance against such risks, under Lessee's self-insurance program or, at Lessee's sole option, some other program mutually agreed to by Lessor and Lessee. If any insurance proceeds are received with respect to an occurrence which does not constitute an Event of Loss, such proceeds shall be applied to payment for repairs. If any insurance proceeds are received by Lessee or any sublessee or an Assignee with respect to an occurrence which constitutes an Event of Loss, such proceeds shall be applied first toward replacement Equipment or applied toward repair of Equipment to a serviceable condition, and then toward the Rental Payments due. Within ten (10) days of Lessee taking possession and control of the Equipment, and, if an insurance policy is issued, on a date not less than thirty (30) days prior to each insurance policy expiration date, Lessee shall deliver to Lessor certificates of insurance or proof of self insurance or other evidence satisfactory to Lessor showing that such insurance coverage is and will remain in effect in accordance with Lessee's obligations under this Section, Lessor shall be under no duty to ascertain the existence of any insurance coverage or to examine any certificate of insurance or other evidence of insurance coverage or to advise Lessee in the event the insurance

coverage does not comply with the requirements hereof. Lessee shall give Lessor prompt notice of any damage, loss or other occurrence required to be insured against with respect to any Equipment.


- 20) Taxes and Fees: Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Agreement or the Equipment.
- 21) Limited Warranty: Lessor warrants to Lessee that, so long as no Incipient Default or Event of Default has occurred and is continuing, Lessor will not interfere with Lessee's use and possession of the Equipment. Lessor, not being the manufacturer or vendor of the equipment, makes no other representation or warranty, express or implied, as to the suitability or fitness for any particular purpose the quality of the material or workmanship of the equipment.
- 22) Events of Default: Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if (a) Lessee fails to make any Rental Payment for which funds have been appropriated and budgeted by Lessee as it becomes due in accordance with the terms of this agreement and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor, or (b) Lessee violates any covenant, term, or provision of this Agreement, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor. Failure of Lessee to budget and appropriate funds in any fiscal year of Lessee for Rental Payments due under this Agreement shall not constitute an Event of Default.
- 23) Remedies: If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor or Lessor's assignee at its option, may:
- A) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof, or
 - B) by notice to Lessee terminate this Agreement, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Agreement as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Agreement only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor or Lessor's assignee may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee, its successors and assigns, to use such Equipment for any purposes whatsoever.

The remedies of Lessor referred to in this Section shall be deemed exclusive.

- 24) Information: Lessee agrees to furnish Lessor or an Assignee such information concerning the Equipment as Lessor or an Assignee may reasonably request.
- 25) Late Charges: Any nonpayment of Rental Payment or other amounts payable under this Agreement shall result in Lessee's obligation to promptly pay Lessor or Lessor's assignee as additional rent on such overdue payment, for the period of time during which it is overdue, interest at the highest lawful rate authorized to be paid by municipalities of the State of California.
- 26) Lessor's Right to Perform for Lessee: If Lessee fails to duly and promptly pay (except pursuant to the paragraph in this Contingent Lease Agreement entitled "Non-Appropriation of Funds"), perform or comply with any of its obligations, covenants or agreements under this Agreement, Lessor or an Assignee may itself pay, perform or comply with any of such obligations, covenants or agreements for the account of Lessee, in such event, any amount paid or expense incurred by Lessor or an Assignee in connection therewith shall on demand, together with interest as provided in the paragraph in this Contingent Lease Agreement entitled "Late Charges", be paid to Lessor or an Assignee.
- 27) Notices: Any consent, instruction or notice required or permitted to be given under this Agreement shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor, Lessee or an Assignee, as the case may be, at their respective addresses set forth herein or at such other address as Lessor, Lessee or an Assignee shall from time to time designate to the other party by notice similarly given.
- 28) Miscellaneous: No term or provision of this Agreement may be amended, altered, waived, discharged or terminated except by an instrument in writing signed by a duly authorized representative of the party against which the enforcement of the amendment, alteration, waiver, discharge or termination is sought. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of California. Subject to all of the terms and provisions of this Agreement, all of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Agreement, any documents executed and delivered in connection herewith, including but not limited to the Guaranty and any subsequent guaranty, the Non-disturbance Agreement of the Bank, and the Contract and any documents executed in connection with said Contract shall constitute the entire agreement of Lessor and Lessee with respect to the Equipment leased hereby, and shall automatically cancel and supersede any and all prior oral or written understandings with respect hereto. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts taken together shall constitute one and the same instrument. The headings in this Agreement shall be for convenience of reference only and shall form no part of this Agreement. Whenever the context requires, the covenants, conditions and obligations contained in this under this Agreement shall survive the delivery and return of the Equipment leased hereunder.

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

LESSOR / CONTRACTOR

By: 
Chief Mike Hardy, Chairperson,
El Dorado County Emergency Services
Authority
Board of Directors
(Contractor)

Dated: May 23, 2018

Attest: Sherrie KELLEY

By: 
Corporate Secretary

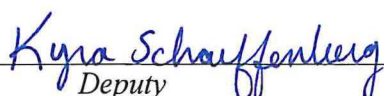
Date: 5-23-18

LESSEE

By: 
Michael Ranalli, Chair
Board of Supervisors
County of El Dorado

Dated: 6/12/18

Attest: James Mitrison
Clerk of the Board of
Supervisors

By: 
Deputy

Date: 6/12/18

ATTACHMENT A
LEASE Equipment