

APPLICATION & AGREEMENT
RE: Interfacility Transfer/Critical Care Transfer
Private Ambulance Service

THIS AGREEMENT for Critical Care Transport and/or Interfacility Transport is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and (hereinafter referred to as "Applicant");

RECITALS

WHEREAS, the County provides ambulance service consisting of two exclusive operating areas (EOA) and one non-exclusive operating area; and

WHEREAS, ambulances and other emergency medical services may be authorized pursuant to a contract with the County to provide services in areas of the County in which market rights are not exclusively assigned through an EOA; and

WHEREAS, Applicant desires to provide non-emergency ground interfacility transports and critical care transports that have not been exclusively assigned through an EOA; therefore, Applicant makes this application for authorization to provide such services in accordance with the conditions set forth in this Agreement; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with County of El Dorado Code of Ordinances, Chapter 8.74 County Emergency Medical Service and Medical Transportation (hereinafter referred to as the "Ambulance Ordinance") as well as all federal, State and local laws, statutes, ordinances, regulations, policies, procedures and protocols applicable to the emergency medical services and/or ambulance services that are provided pursuant to this Agreement.

NOW, THEREFORE, County and Applicant mutually agree that the Recitals are incorporated herein and further mutually agree as follows:

- I. All activities and services resulting from and provided pursuant to this application and Agreement shall be provided in Applicant's capacity as an independent private ambulance entity and in accordance with the County of El Dorado Ambulance Ordinance, available for reference at : https://library.municode.com/ca/el_dorado_county/codes/code_of_ordinances?nodeId=PT_AGECOOR_TIT8PUHESA_CH8.74COEMMESEMETR In the event there is any discrepancy between this Agreement and the Ambulance Ordinance, the provisions in the Ambulance Ordinance control. Contractor warrants and represents that it has read and is fully aware of and knowledgeable of all applicable provisions in the Ambulance Ordinance that relate to and govern services provided pursuant to this Agreement.
- II. Activities pursuant to this application and Agreement shall occur only in those areas designated as "non-exclusive" in accordance with Chapter 8.74, Section 8.74.050, System Description.
- III. This application and Agreement pertain only to ground non-emergency Critical Care Transports (CCT) and ground non-emergency Interfacility Transports (IFT), as defined in Section 8.74.040 of the Ambulance Ordinance that have not been exclusively assigned through an EOA.
- IV. All non-emergency Ambulance responses and transports shall be provided at the ALS level in accordance with Chapter 8.74, Section 8.74.060, System Description.

- V. Applicant 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 County Emergency Medical Service and Medical Transportation Ordinance; the Policies, Procedures and Field Treatment Protocols established by the medical control within the Applicant's local jurisdiction; and any and all other applicable statute, ordinance, and resolution regulating prehospital Advanced Life Support services provided under this Agreement, including but not by way of limitation, personnel, vehicles, equipment, services, and supplies. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

- VI. Applicant is applying for the following permits:
 - Ground Non-emergency Critical Care Transports (CCT):**

 - Ground Non-emergency Interfacility Transport (IFT):**

- VII. Change in Circumstances: Applicant shall notify the Permit officer if any information in this application changes during the pendency of the application, and shall provide, within five (5) days of that notification, updated information. In the event of a change in ownership of the Applicant, the successor owner shall submit a new application.

- VIII. Changes to Operations: The Applicant shall notify the County about changes to business location and phone numbers, hours of operations, service charges and rates, insurance coverage, changes to the Applicant, registered owner, partner, officer, director, controlling shareholder, or any other substantive change to this application on file, within fifteen (15) days of such changes.

- IX. *In accordance with Ambulance Ordinance 8.74.080, Applicant shall document herein below the names and addresses of the applicant, registered owner, partner, officers, directors, and all shareholders who hold or control ten percent (10%) or more of the stock of the applicant.

APPLICATION FOR MEDICAL TRANSPORTATION PROVIDER PERMIT

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|---|--|
| Name under which Applicant proposes to engage in business: | |
| Physical Address: | |
| | |
| Mailing Address (if different): | |
| | |
| Telephone Number (Office): | |

| | |
|---|--|
| Telephone Number (Cell): | |
| If Corporation: Name of Corporation: | |
| State of Incorporation: | |
| Date of Incorporation: | |

| Name of Corporate Officers* | Title | Address |
|--------------------------------------|--------------|----------------|
| | | |
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| | | |
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| | | |
| Agent for Service of Process: | | |
| | | |

X. The following required Statements are attached hereto and incorporated herein by reference:

| Required Statement | Check if attached |
|--|--------------------------|
| 1. A written statement identifying the type and level of service proposed. | |
| 2. A written statement specifying whether the Applicant has provided any EMS services outside the County, and if so, under what name, what type of service, where, and for how long. | |
| 3. If applicant is required to be licensed and permitted by the California Highway Patrol (CHP), they shall hold a valid license and permit prior to submitting the application. Please provide: | |
| a. A copy of a current CHP Emergency Ambulance Non-Transferable License unless exempt. | |

| Required Statement | Check if attached |
|---|-------------------|
| b. A copy of a current CHP Authorized Emergency Vehicle Permit for each ambulance if required by the CHP. | |
| 4. A copy of a current El Dorado County Business License and a copy of the business license for each city in which the applicant is doing business. | |
| 5. A written statement of the legal history of the Applicant inclusive of all criminal and civil convictions, suspensions, or termination of EMS contracts and/or permits. The statement shall be accompanied by a completed application for a criminal record check from the Applicant. | |
| 6. A written statement that the Applicant will abide, where applicable, by regulations of the California Vehicle Code and the California Code of Regulations, Title 13, Motor Vehicles. | |
| 7. A written statement specifying the education, training, and experience of the Applicant in the care and transportation of patients. | |
| 8. A written statement that the Applicant understands and will comply with the County's EMS Agency's policies and procedures for staffing, equipment, and supply specifications and requirements, including automated external defibrillators (AEDs). | |
| 9. A detailed description of the Applicant's training and orientation programs for all EMS personnel, inclusive of EMTs and EMT-Ps, CCT authorized personnel, dispatchers, Drivers, and maintenance staff. | |
| 10. A detailed description of the radio equipment including vehicle radios as well as cellular phones in use. | |
| 11. A detailed statement demonstrating that the Applicant owns or controls, in good mechanical condition, the required equipment to consistently provide the type of EMS service for which the Applicant is applying, and that Applicant owns or controls a suitable facility(ies) from which contracted or permitted services will be operated, and the address(es) and hours of operation for each facility listed. | |
| 12. A detailed description of the number of Ambulances, and/or Medical Transportation Service vehicles in use and for each: the make and model, year, vehicle identification number, State vehicle license number and proof of current Department of Motor Vehicles registration, where applicable proof of California Highway Patrol Ambulance Inspection Report and Ambulance Identification Certificate. | |
| 13. Evidence of Insurance meeting the requirements of the County, as noted herein below. | |
| 14. A written statement that the Applicant understands and will comply with the County's EMS vehicle inspection process including any required fees. | |
| 15. A detailed description of the Applicant's program for maintenance for vehicles and equipment. | |
| 16. A quality assurance plan that meets EMS policies for the specific level of service. | |

| Required Statement | Check if attached |
|--|-------------------|
| 17. A detailed list of all EMS personnel, inclusive of EMT's, EMT-P/s, registered nurses, physicians, and surgeons, with each person's license and certification information, license number and expiration date, and issuing jurisdiction, as well as Ambulance Driver's Certificate and Department of motor Vehicles license classification, number and expiration date, classifications and expiration. | |
| 18. A written statement that the Applicant shall only employ personnel who comply with the requirements of the California Code of Regulations, Title 22; Health and Safety Code, Division 2.5 Statutes, Section 1797 et seq., County's Ambulance Ordinance, and County's Emergency medical Services Agency Policy and Procedure Manual. | |
| 19. A staffing or deployment plan that describes the Applicant's method of operation within the County. | |
| 20. The application fee as set by the County (available at https://library.municode.com/ca/el_dorado_county/codes/code_of_ordinances?nodeId=PTAGECOOR_TIT8PUHESA_CH8.74COEMMESEMETR under "EMS Fees"), payable by cash, money order, or cashier's check made payable to County of El Dorado Emergency medical Services Agency, or by credit card. | |
| 21. A written statement that the applicant will participate in the County's disaster response plan. | |
| 22. Any other information that the County deems necessary for determination of compliance with the Ambulance Ordinance. | |

Applicant warrants and represents that the information in the application and Statements, above, are true and correct.

- XI. **Services:** Applicant is authorized to provide ground non-emergency interfacility transportation or ground non-emergency critical care transportation services that have not been exclusively assigned through an EOA and subject to and in accordance with the conditions set forth in this Agreement. Applicant is prohibited from subcontracting, delegating or assigning any services authorized pursuant to this Agreement, in whole or in part, to any other person or entity.
- XII. **Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date thereof.
- XIII. **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.
- XIV. **Independent Applicant/Liability:** Applicant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services authorized by this Agreement. Applicant exclusively assumes responsibility for any and all acts of its officers, employees, agents, and associates as they relate to services authorized and provided pursuant to this Agreement during the course and scope of their employment.

Applicant shall be solely responsible for performing services authorized by this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent

acts of its officers, employees, agents and associates. County shall have no right of control over the manner in which services are provided and shall, therefore, not be charged with responsibility of preventing risk to Applicant or its officers, employees, agents and associates.

The parties to this Agreement are not partners or joint ventures and nothing contained herein shall be construed to create a partnership or joint venture between the parties or to constitute any party the agent of the other. Neither party shall hold itself out contrary to the terms of this section nor shall either party become liable by any representation, act, or omission of the other contrary to the provisions herein.

XV. Default, Termination, and Cancellation:

A. **Default/Violation:** Upon the occurrence of any default or violation of the provisions of this Agreement, the Permit Officer shall give written notice of said default or violation to the Applicant (notice). If the Applicant does not cure the default or violation within ten (10) days of the date of notice (time to cure), then the Applicant shall be in default. Upon failure to cure the default or violation within the specified time to cure, the Permit Officer may, in their sole discretion extend the time to cure, or suspend, revoke or terminate the Applicant's permit in accordance with the paragraph "Suspension, Revocation and/or Termination" herein below.

Any extension of time to cure must be in writing, prepared by the Applicant for signature by the Permit Officer and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default or violation, and the applicable Agreement provision or cite the appropriate section of the Ambulance Ordinance, and shall demand that the Applicant perform the provisions of this Agreement within the applicable period of time.

B. **Termination or Cancellation without Cause:** Either party may terminate this Agreement in whole or in part upon seven (7) calendar days written notice without cause. Upon receipt of a Notice of Termination, Applicant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

C. **Enforcement:** In accordance with Ambulance Ordinance Section 8.74.140, Enforcement, the County shall have the following rights and remedies.

1. *Inspections and investigations.*

a. The County shall have the right to inspect, and audit, records, facilities, equipment, supplies, personnel, and methods of operation of an Applicant whenever the County deems such inspection necessary.

b. The Applicant shall cooperate with County in any investigations of possible violations and shall make all dispatch logs and similar dispatch records including tape recordings available for inspection and copying at reasonable times at the Applicant's regular place of business. All tape recordings shall remain available for a minimum of 60 days from the date the recording was made.

c. The Applicant shall allow County to inspect on a pre-announced or unannounced basis all emergency medical services vehicles used by the Applicant within the County. The purpose of such inspection is to determine if the vehicle and its equipment and supplies are in good working order, properly maintained and equipped for the provision of the emergency medical services for which it is permitted. The inspection for ambulances will be for all equipment identified in the County's Emergency Medical Services Agency Policy and Procedure Manual which has not been inspected by the California Highway Patrol under the California Code

of Regulations, Title 13, Vehicle Code §§ 1103 and 1103.2. The Applicant shall inform the County of any suspension and/or revocation of their California Highway Patrol ambulance service license or vehicle certificate or permit for vehicles used within the County.

2. *Consumer complaints:* Any person alleging that an Applicant has provided unsatisfactory or inappropriate emergency medical services as defined herein this Agreement may file a written complaint with the Permit Officer setting forth such allegations. The Permit Officer shall notify the Applicant in writing of the receipt of the complaint. The Permit Officer shall investigate the complaint to determine whether the Applicant has committed any improper act or failed to satisfactorily perform any duty specified herein. Applicant may provide a written response to the Permit Officer in writing within ten (10) business days from the receipt of that notification. If the Permit Officer determines that the Applicant has committed a violation, the Permit Officer shall take timely and reasonable actions to secure compliance with the requirements herein. If the Permit Officer is unable to secure compliance, the Permit Officer will initiate action to suspend, revoke, or terminate the contract or permit.
3. *Suspension, revocation and/or termination:*
 - a. Following the procedures specified in the Article titled “Default Termination, and Cancellation” paragraph “Default/Violation” herein, the County may suspend or revoke a permit or contract for:
 - i. Violating any provision of the contract or permit;
 - ii. Violating any provisions of this chapter or violating any provisions of statute, regulations or other laws relating to emergency medical services;
 - iii. Changing the operational or financial capabilities of the Applicant or contractor in such a manner that had that change been known at the time of the application, the application could have been denied;
 - iv. Failing to pay any fine issued pursuant to this section within ten business days.
 - b. The County may suspend, revoke, or terminate this Agreement and Permit as specified herein above.
 - c. Suspension is not a condition precedent to revocation.
4. *Penalties:* The County may impose fines for noncompliance infractions. Infractions of a contract or permit are punishable by a fine not exceeding: \$100.00 for a first violation; \$200.00 for a second violation of the same infraction within one year; and \$500.00 for each additional violation of the same infraction within one year.
5. *Appeals:* Requests to challenge the decision to terminate this Agreement and Permit may be appealed in writing to the Emergency Medical Services Agency Administrator within fifteen (15) business days from the date of the mailed notice of suspension, revocation, or termination. The appeal shall be signed by an authorized representative of appellant and shall set forth all relevant facts and law in support of the appeal. If the Applicant disagrees with the decision of the EMS Agency Administrator, the applicant may appeal in writing to the Health and Human Services Agency Director within seven (7) calendar days of receipt of the EMS Agency Administrator’s decision. The decision of the Health and Human Services Agency Director is final, unless otherwise provided by law.

In any case where the Health and Human Services Director determines to uphold the decision to suspend or revoke a permit, the Director shall prepare a written notice of suspension or revocation which includes a statement of the proposed

action, a concise explanation of the reasons and basis for the proposed action and an explanation of the Applicant's right to appeal to the Board of Supervisors. Within five business days of the mailing of the Director's notice, the Applicant may file an application for appeal to be held in accordance with the procedures set forth in Chapter 2.09.

6. *Exception to hearing procedure:* When, in the opinion of the Health and Human Services Director, there is a clear and imminent threat to the safety and protection of the public, the Health and Human Services Director may suspend a permit without following the procedure set forth in Ambulance Ordinance Section 8.74.080 D. A written notice of decision and the basis relied upon for such action shall be provided to the Applicant. The Applicant may file an application for appeal to the Board of Supervisors in accordance with the procedures set forth in El Dorado County Ordinance Chapter 2.09.
7. *Notification:* When a permit is suspended or revoked or a contract terminated, the Permit Officer shall notify all public safety agencies, hospitals and other interested parties in the County of this fact, specifying the name of the Applicant and the action taken.

XVI. **Indemnity:** To the fullest extent of the law, the Applicant shall defend, indemnify, and hold the County, its Board of Supervisors, agents, officers and employees 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, personal injury, sickness, disease, 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 Applicant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Applicant, 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 Applicant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

In the event of any suspension, revocation or termination of this Agreement, any and all obligations of Applicant to defend, indemnify and/or hold harmless County, its Board of Supervisors, agents, officers and employees, including but not limited to this indemnification provision, shall survive such suspension, revocation and/or termination.

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

- 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:
1. 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.
 2. 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.
 3. 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."
 4. Include a severability of interest clause and cross-liability coverage where El Dorado County is an additional insured.
 5. 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.
 6. Provide defense in addition to limits of liability.

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.

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.

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.

- XVIII. **HIPAA:** Applicant acknowledges its obligations under the Health Insurance Portability and Accountability Act (HIPAA) and agrees that it shall comply with all applicable HIPAA requirements and obligations at all times.
- XIX. **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.
- XX. **Licenses:** Applicant hereby represents and warrants that Applicant, its officers, employees, agents and associates have all the applicable licenses, permits, and certifications that are legally required for Applicant, its officers, employees, agents and associates to practice its profession or provide the services or work authorized under this Agreement in the State of California. Applicant, its officers, employees, agents and associates shall maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.
- XXI. **Administrator:** The County Officer or employee with responsibility for administering this Agreement is Michelle Patterson, Emergency Medical Services Agency Administrator, or successor.
- XXII. **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.
- XXIII. **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.
- XXIV. **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.
- XXV. **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.

XXVI. **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.

Contract Administrator:

By: _____ Dated: _____
Michelle Patterson, Administrator
Emergency Medical Services Agency

-- APPLICANT --

By: _____ Dated: _____
Name:
Title:
"Applicant"