



RESOLUTION NO.

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, County, through its Local Emergency Medical Services Agency (LEMSA) is responsible for the direct oversight of pre-hospital emergency and non-emergency medical care in the County of El Dorado; and

WHEREAS, County requires that Advanced Life Support (ALS) services provided by transporting and non-transporting units, and ALS Assessment Units, shall be performed in a manner that meets or exceeds the minimum acceptable standards as established by Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; the California Emergency Medical Services Authority; Ordinance Code Chapter 8.74 and the Medical Control within the County of El Dorado, all incorporated by reference as if fully set forth herein; and

WHEREAS, County has established an application and permitting process for entities providing ALS Non-Transporting Units and ALS Assessment Units services; and

WHEREAS, County has determined that entities utilizing Emergency Medical Services personnel to provide ALS Non-Transporting Unit and ALS Assessment Unit services may do so after successfully completing the application and permitting process and entering into a permit/agreement with the County, and payment of any fees established by the Board of Supervisors; and

WHEREAS, Emergency Medical Services, a Division of the Chief Administrative Office, working with County Counsel and Risk Management, has developed an *Application for ALS Non-transport Unit or ALS Assessment Unit Permit/Agreement*, attached hereto as Exhibit A. The template is specific to services provided by a permittee utilizing EMS personnel for the purpose of Non-Transporting Unit and Assessment Unit services provided at an Advanced Life Support level under the medical control of the LEMSAs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of El Dorado hereby authorizes the Chief Administrative Officer, or designee, to execute agreements using the attached *Application for ALS Non-transport Unit or ALS Assessment Unit Permit/Agreement*, for the purpose of providing first responder non-transport services at an ALS level, and further authorizes the Chief Administrative Officer, or designee, to perform any and all administrative responsibilities in relationship to said Permit/Agreement.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the ____ day of _____, 20__, by the following vote of said Board:

Attest:
Kim Dawson
Clerk of the Board of Supervisors

Ayes:
Noes:
Absent:

By: _____
Deputy Clerk Chair, Board of Supervisors

**EL DORADO COUNTY
EMERGENCY MEDICAL SERVICES AGENCY
APPLICATION FOR ALS NON-TRANSPORT UNIT OR ALS ASSESSMENT UNIT
PERMIT/AGREEMENT**

Name under which Fire District proposes to engage in business:	
Physical Address:	
Mailing Address (if different):	
Telephone Number (Office):	
Telephone Number (Cell):	

Name of Corporate Officers / Board of Directors*	Title	Address
Agent for Service of Process:		

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. IF APPLICABLE: A written statement specifying whether the Fire District 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 APPLICABLE: If Fire District is required to be licensed and permitted by the California Highway Patrol, they shall hold a valid license and permit prior to submitting the application. Please provide: a. A copy of a current CHP Authorized Emergency Vehicle Permit for each emergency vehicle, if required by the CHP.	
4. IF APPLICABLE: A copy of a current El Dorado County Business License and a copy of the business license for each city in which the Fire District is doing business.	
5. A written statement of the legal history of the Fire District 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.	
6. A written statement that the Fire District 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 Fire District in the care of patients.	
8. A written statement that the Fire District 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 Fire District's training and orientation programs for all EMS personnel, inclusive of EMTs and EMT-Ps, 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 Fire District owns or controls, in good mechanical condition, the required equipment to consistently provide the type of EMS service for which the Fire District is applying, and that Fire District owns or controls a suitable facility(ies) from which 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 ALS Non-Transporting Unit and/or ALS Assessment Unit 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.	
13. Evidence of Insurance meeting the requirements of the County, as noted in Section XVII.	
<p>14. A written statement, signed by the Fire Chief, certifying that:</p> <p>a) The Fire District understands and will comply with the County's EMS policies, including County EMS Policy titled "ALS Unit Minimum Equipment Inventories for ALS Non-Transport and Assessment Units,"</p> <p>b) Each ALS Non-Transporting Unit or ALS Assessment Unit that is permitted under this permit is currently in compliance with such policies and,</p> <p>c) Upon request, Fire District will submit to the County EMSA a certification letter for each ALS Non-transporting Unit or ALS Assessment Unit certifying that such unit has been inspected by the Fire District and that such unit is in full compliance with the inspection policies and minimum equipment inventories. Any units added to the fleet after issuance of the permit will require an initial certification by the Fire Chief within five (5) days of the unit starting service and subsequent certifications upon request.</p>	
15. A detailed description of the Fire District's program for maintenance for vehicles and equipment.	
16. A quality assurance plan that meets EMS policies for the specific level of service in accordance with California Code of Regulations Title 22, Chapter 12.	
17. A detailed list of all EMS personnel, inclusive of EMT's, Paramedics, with each person's license and certification information, license number and expiration date.	
18. A written statement that the Fire District shall 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 Policies, Procedures, Protocols and Medication Formulary.	
19. A staffing or deployment plan that describes the Fire District's method of operation within the County, inclusive of proposed hours of ALS operations (part time/full time)	
20. The application fee as set by the County (available at https://www.eldoradocounty.ca.gov/Public-Safety-Justice/Emergency-Medical-Services 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 Fire District will participate in the County's disaster response plan.	
22. Any other information that the County deems necessary for determination of compliance with the "County Emergency Medical Service and Medical Transportation Ordinance."	

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

I certify under penalty of perjury under the laws of the State of California that the information contained herein is true and correct. As a condition for the issuance of a Permit/Agreement, I acknowledge that I have read all sections of the "County Emergency Medical Service and Medical Transportation Ordinance" and agree to submit the information detailed in the Permit/Agreement Application as well as any additional information that may be requested, and to conduct all phases of the business in a business-like manner and in accordance with all applicable laws, ordinances, and regulations including the County Emergency Medical Service and Medical Transportation Ordinance.

Applicant Signature

Date

Name Printed

Title

Change in Circumstances: Fire District shall notify the EMS Agency Administrator if any information in its ALS Non-transport application changes during the pendency of the application, and shall provide, within five (5) days of that notification, updated information.

PERMIT/AGREEMENT RE: ALS GROUND NON-TRANSPORT SERVICES

PERMIT/AGREEMENT for Advanced Life Support (ALS) Non-Transporting Unit and/or ALS Assessment Unit

ISSUING ENTITY: County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County")

PERMITTED ENTITY:

(hereinafter referred to as "Fire District").

TERMS OF THE PERMIT/AGREEMENT

The County provides ambulance service consisting of two exclusive operating areas (EOA) and one non-exclusive operating area. Fire District desires to provide ground ALS Non-Transporting Unit or ALS Assessment Unit services; therefore, Fire District makes this application for authorization to provide such services in accordance with the conditions set forth in this Permit/Agreement.

County Emergency Medical Services Agency (EDCEMSA) oversees the orderly and integrated operation of the County's EMS system and Fire District desires to be a part of the EMS system through the provision of ground ALS Non-Transporting Unit or ALS Assessment Unit services.

It is the intent of the County and Fire District 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 that are provided pursuant to this Permit/Agreement.

SECTION I

Scope of Permit

- A. All activities and services resulting from and provided pursuant to this Permit/Agreement shall be provided in Fire District's capacity as an independent fire district and in accordance with the County of El Dorado Emergency Medical Service and Medical Transportation (Ambulance Ordinance), available for reference at : https://www.edcgov.us/Government/EMS/Pages/ambulance_ordinance.aspx. In the event there is any discrepancy between this Permit/Agreement and the Ambulance Ordinance, the provisions in the Ambulance Ordinance control. Fire District 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 Permit/Agreement.

- B. Fire District shall at all times meet the requirements set forth by the California Highway Patrol (CHP); 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 Field Treatment Protocols, and Medication Formulary, established by medical control; and any and all other applicable statute, ordinance, and resolution regulating prehospital Advanced Life Support services provided under this Permit/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 control.
- C. Fire District is authorized to provide ground non-transport Advanced Life Support (ALS) Unit and/or ALS Assessment Unit services subject to and in accordance with the terms and conditions set forth in this Permit/Agreement. Fire District is prohibited from subcontracting, delegating, or assigning any services authorized pursuant to this Permit/Agreement, in whole or in part, to any other person or entity.
1. Fire District shall use and maintain two-way communications equipment between hospitals and field units as specified and approved by EDCEMSA.
 2. Fire District may respond to dispatches from authorized dispatch centers that employ trained personnel with a nationally approved EMD system as required by EDCEMSA and solely as authorized pursuant to this Permit/Agreement.
 3. Fire District shall ensure that Fire District staff complies with all applicable licensing, certification and accreditation policies and requirements and that Fire District staff is, at all times appropriately licensed, certified and accredited.
 4. Fire District shall ensure that Fire District staff completes required incident reporting within the required timeframes as required by statutes, regulations and EDCEMSA policies.
 5. In accordance with EDCEMSA policy, upon request, Fire District shall submit annual certifications that each ALS Non-Transporting Unit or ALS Assessment Unit complies with the County's minimum equipment requirements.

D. Policy/Procedures

1. All ALS non-transport services shall be provided in accordance with state law and EDCEMSA policies, procedures, protocols and medication formulary.
2. Fire District agrees that it will participate in EDCEMSA committees, including, but not limited to the Medical Advisory Committee (MAC), Continuous Quality Improvement Committee (CQI) or other meetings if requested by EDCEMSA.
3. Fire District shall comply with Quality Improvement (QI) Program policies and procedures, QI Plan submission, data submission and reporting requirements.

E. Data Reporting

Fire District agrees to:

1. Employ an Electronic Patient Care Report (ePCR) platform which is interoperable with existing CQI, billing and data reporting capabilities as required by EDCEMSA and in accordance with State law.
2. Comply with EDCEMSA requests for data submission or collection of information for purposes of clinical or operational investigation as requested by EDCEMSA within the requested time period.
3. Utilize a data reporting system that will collect, integrate and report data and comply

with the technical specifications required by County identified vendor (ImageTrend or successor).

4. Provide Patient Care Reports, Mass Casualty Incident Reports and future program reporting which will be determined by the Quality Improvement Program.
5. Submit data electronically as required by EDCEMSA directly to EDCEMSA data vendor. The frequency of data submission will be determined through the Quality Improvement Program.
6. Ensure, via the internal policies of the fire district, that all personnel of the fire district comply with the provisions set forth in this section and carry out the noted reporting tasks in a timely and complete manner consistent with EDCEMSA policy.

F. Documentation Requirements: For the purpose of documenting EMS operations, Fire District will utilize an EDCEMSA approved Electronic Patient Care Report (ePCR) system that is fully compliant with all State and Federal regulations on the collection and transmission of protected health information, and which is fully interoperable with existing EDCEMSA electronic infrastructure and billing workflow.

1. Fire District shall bear full financial responsibility for the purchase, maintenance and replacement of mobile tablets configured for the generation of ePCR. This responsibility shall extend to all related accessories including, but not limited to, batteries, plugs, power cords, protective cases, and screen protectors.
2. In the event a tablet or accessory needs replacement, Fire District shall, at its sole cost and expense, purchase the replacement tablet or accessory with an updated make and model capable of performing in accordance with the ePCR platform system requirements.
3. Fire District shall ensure that a sufficient number of reserve mobile ePCR tablets are available for deployment in the event of a breakdown, maintenance, and disaster operations.
4. Fire District shall, at all times, adhere to the terms set forth in EDCEMSA Administrative Policy "Patient Care Report Documentation" (Documentation Policy) and will ensure via District policies and procedures, strict compliance of District personnel with the requirements therein.
5. In the event the ePCR platform is not available, Fire District personnel shall utilize the El Dorado County approved Prehospital Care Report form(s) for all emergency and non-emergency responses in accordance with the EDCEMSA Documentation policy. All data shall be transmitted to EDCEMSA via the approved format electronically.
6. Fire District personnel shall perform due diligence to acquire and transmit all required patient care information according to the timeframe outlined in the EDCEMSA Documentation policy. If circumstances arise which limit the availability of patient information, billing data, and associated details, Fire District personnel shall, as soon as practicable, acquire and submit the required information to EDCEMSA as required.

Section II

Term: This Permit/Agreement shall become effective upon final execution by both Fire District and County and shall expire three (3) years from the date thereof.

Section III

Change in Circumstances: Fire District shall notify the EMS Agency Manager if any information in its ALS Non-transport application changes during the term of this Permit/Agreement, and shall provide, within five (5) days of that notification, updated information.

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

Changes to Permit/Agreement: This Permit/Agreement may be amended by mutual consent of County and Fire District. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of County and Fire District.

Section IV

Liability: Fire District 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 Permit/Agreement. Fire District 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 Permit/Agreement during the course and scope of their employment by Fire District. Those persons will be entirely and exclusively under the direction, supervision and control of Fire District.

Fire District shall be solely responsible for performing services authorized by this Permit/Agreement in a safe, professional, skillful, and workmanlike manner and Fire District shall be solely 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 Fire District or its officers, employees, agents and associates.

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

Section V

Violation, Suspension and Revocation:

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

Any extension of time to cure must be in writing, prepared by the Fire District for signature by EDCEMSA 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 violation, and the applicable Permit/Agreement provision or cite the appropriate section of the Ambulance Ordinance and shall demand that the Fire District perform the provisions of this Permit/Agreement within the applicable period of time.

- B. **Revocation without Cause:** County may revoke this Permit/Agreement upon seven (7) calendar days written notice without cause. Upon receipt of a Notice of Revocation, Fire District shall promptly discontinue all services affected, as of the effective date of revocation set forth in such Notice of Revocation, 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 a Fire District whenever the County deems such inspection necessary.
- b) The Fire District shall cooperate with County in any investigations of possible violations and shall make all dispatch logs and similar dispatch records including recordings available for inspection and copying at reasonable times at the Fire District's regular place of business. All recordings shall remain available for a minimum of sixty (60) days from the date the recording was made.
- c) The Fire District shall allow County to inspect, on a pre-announced or unannounced basis, all ALS Non-Transporting/Assessment vehicles used by the Fire District within the County. The inspection for vehicles 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 CHP. The Fire District shall inform the County of any suspension and/or revocation of their CHP vehicle certificate or permit for emergency vehicles used within the County.

- 2. *Consumer complaints:* Any person alleging that a Fire District has provided unsatisfactory or inappropriate emergency medical services, may file a written complaint with EDCEMSA setting forth such allegations. EDCEMSA shall notify the Fire District in writing of the receipt of the complaint. EDCEMSA shall investigate the complaint to determine whether the Fire District has committed any improper act or failed to satisfactorily perform any duty specified herein. Fire District may provide a written response to EDCEMSA in writing within ten (10) business days from the receipt of that notification. If EDCEMSA determines that the Fire District and/or its employees have committed a violation, EDCEMSA shall take timely and reasonable actions to secure compliance with the requirements herein and shall take any other action required by local, state, and federal statutes, regulations, ordinances, policies, procedures and protocols. If EDCEMSA is unable to secure compliance, EDCEMSA will initiate action to suspend or revoke this Permit/Agreement.

3. *Suspension and/or revocation:*

- a) Following the procedures specified in the Section V, titled "Violation, Suspension and Revocation" herein, the County may suspend or revoke a permit for:

- i. Violating any provision of the Permit/Agreement;
 - ii. Violating any provisions of the Ambulance Ordinance or violating any provisions of statutes, regulations, ordinances, policies, procedures and protocols relating to emergency medical services;
 - iii. Changing the operational or financial capabilities of the Fire District 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 Permit/Agreement within ten business days.
 - b) Suspension is not a condition precedent to revocation.
4. *Penalties:* The County may impose fines for noncompliance infractions. Infractions of a Permit/Agreement 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. Penalties may be in addition to suspension and/or revocation.
5. *Appeals:* Requests to challenge the decision to revoke this Permit/Agreement 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 or revocation. The appeal shall be signed by an authorized representative of Fire District and shall set forth all relevant facts and law in support of the appeal. If the Fire District disagrees with the decision of the EMS Agency Administrator, the Fire District may appeal in writing to the Chief Administrative Officer within seven (7) calendar days of receipt of the EMS Agency Administrator's decision.
- In any case where the Chief Administrative Officer determines to uphold the decision to suspend or revoke a permit, the Chief Administrative Officer 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 Fire District's right to appeal to the Board of Supervisors. Within five business days of the mailing of the Director's notice, the Fire District may file an application for appeal to be held in accordance with the procedures set forth in El Dorado County Ordinance Chapter 2.09.
6. *Exception to enforcement procedure:* When, in the opinion of the Chief Administrative Officer, there is a clear and imminent threat to the safety and protection of the public, the Chief Administrative Officer may immediately suspend a permit without following the procedures set forth herein and in the Ambulance Ordinance. A written notice of decision and the basis relied upon for such action shall be provided to the Fire District. The Fire District 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, EDCEMSA shall notify all public safety agencies, hospitals and other interested parties in the County of this fact, specifying the name of the Fire District and the action taken.

Section VI

Indemnity: To the fullest extent permitted by law, Fire District shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses 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 acts or omissions of Fire District or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the active negligence, sole negligence, or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Fire District to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Fire District are separate, independent obligations under the Permit/Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Permit/Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Section is found invalid, the Fire District and County agree that this Section shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

In the event of any suspension or revocation of this Permit/Agreement, any and all obligations of Fire District 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 or revocation.

Section VII

Insurance: Fire District shall maintain at its sole cost and expense, and keep in force during the term of this Permit/Agreement, the following insurance coverages:

- A. Workers' Compensation Insurance with statutory limits, as required by the laws of any and all states in which Fire District'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 Fire District's general liability limits fail to meet the limits required above Fire District 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 Fire District'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 Permit/Agreement, Fire District 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 (2) years to report claims arising from work performed in connection with this Permit/Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.
- F. If this Permit/Agreement is revoked or not renewed, Fire District shall maintain the policy in effect on the date of revocation 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 (2) year period, Fire District shall purchase an extended reporting provision at least covering the balance of the two (2) year period to report claims arising from work performed in connection with this Permit/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 Fire District pursuant to this Permit/Agreement or any other services provided. Any insurance carried by El Dorado County shall not contribute to, or be excess of insurance maintained by Fire District, nor in any way provide benefit to Fire District, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.
- H. 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."
- I. Include a severability of interest clause and cross-liability coverage where El Dorado County is an additional insured.
- J. 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.
- K. Provide defense in addition to limits of liability.
- L. Upon execution of this Permit/Agreement and each extension of the Term thereafter, Fire District shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Permit/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. Fire District 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 Permit/Agreement.
- M. 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.

- N. Unless otherwise agreed by the County and Fire District, Fire District shall cause all of its Subcontractors, if subcontractors are allowed, to maintain the insurance coverages specified in this Insurance section and name Fire District as an additional insured on all such coverages. Evidence thereof shall be furnished as El Dorado County may reasonably request.
- O. The coverage types and limits required pursuant to this Permit/Agreement shall in no way limit the liability of Fire District.

Section VIII

HIPAA: Fire District acknowledges its obligations under the Health Insurance Portability and Accountability Act (HIPAA) and agrees that it shall:

- A. Comply with all applicable HIPAA requirements and obligations at all times, in accordance with the Business Associate Agreement attached hereto as Exhibit A and incorporated by reference herein; and,
- B. Upon County determination of a change in status, comply with all requirements applicable to a Covered Entity under HIPAA.

Section IX

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 X

Licenses: Fire District hereby represents and warrants that Fire District, its officers, employees, agents and associates have all the applicable licenses, permits, and certifications that are legally required for Fire District, its officers, employees, agents and associates to practice its profession or provide the services or work authorized under this Permit/Agreement in the State of California. Fire District, its officers, employees, agents and associates shall maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Permit/Agreement.

Section XI

Administrator: The County Officer or employee with responsibility for administering this Permit/Agreement is Kristine Oase-Guth, Emergency Medical Services Agency Manager, or successor.

Section XII

Authorized Signature: Fire District represents that the undersigned individual executing this Permit/Agreement is fully authorized to do so by law or other appropriate instrument and to bind Fire District to the terms and conditions set forth herein.

This Permit/Agreement is issued and effective on the date this Permit/Agreement is executed by both County and Fire District as indicated below.

--COUNTY OF EL DORADO--

By: _____
Chief Administrative Officer, or Designee
"County"

Dated: _____

- - FIRE DISTRICT - -

By: _____
Name
Title
"Fire District"

Dated: _____