



ORDINANCE NO. \_\_\_\_\_

## **AN ORDINANCE AMENDING CHAPTER 8.74 COUNTY EMERGENCY MEDICAL SERVICE AND MEDICAL TRANSPORTATION**

**THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO DOES ORDAIN AS FOLLOWS:**

**Section 1.** Chapter 8.74 of Title 8 of the El Dorado County Ordinance Code entitled "County Emergency Medical Service and Medical Transportation" is hereby repealed in its entirety and replaced to read as set forth below:

"CHAPTER 8.74 – COUNTY EMERGENCY MEDICAL SERVICE AND MEDICAL TRANSPORTATION

**Sec. 8.74.010. Title.**

This chapter shall be known and may be referred to in all proceedings as the County Emergency Medical Service and Medical Transportation Ordinance.

**Sec. 8.74.020. Regulatory authority.**

The emergency and non-emergency transportation of sick, disabled, or injured persons is a matter closely affecting the public interest, safety, and welfare of the citizens of the County. California Constitution, Article 11, Section 7, and Health and Safety Code §§ 1443 and 1797 et seq., among others, authorizes the County to develop an emergency medical services program and to operate the emergency medical services system pursuant to the provisions of Health and Safety Code § 1797 et seq. Pursuant to that authority, the Board of Supervisors has established and designated a local Emergency Medical Services Agency under the Chief Administrative Office in accordance with Health and Safety Code § 1797.200 et seq. It is the intent of the Board of Supervisors to undertake the prescribed functions and responsibilities of a local government entity concerning ambulance services as authorized, and to exercise as allowed by law its discretion and authority to regulate emergency and non-emergency ambulance and medical transport services consistent with the laws of the State.

**Sec. 8.74.030. Scope and purpose.**

The purpose of this chapter is to enact regulations which are necessary for the public health, safety and welfare, including to:

- A. Allow for the orderly integrated and lawful operation of a local emergency and nonemergency medical services system pursuant to the provisions of Health and Safety Code § 1797 et seq.;
- B. Allow for adequate, appropriate and efficient ambulance services in all areas of the County, including allowing for exclusive operating areas for designated ambulance services to maximize the use of available resources in accordance with Health and Safety Code § 1797.224;

- C. Enact regulations for issuing contracts as appropriate for ambulances and aircraft;
- D. Set the standards and requirements for emergency medical services, personnel and training, equipment and supplies, response times, communications, and medical transportation in accordance with Health and Safety Code § 1797.200 et seq.; and
- E. Protect the public by ensuring that these standards and requirements are met and authorize the Emergency Medical Services Agency under the County's Chief Administrative Office to enforce these standards and requirements and to make necessary and reasonable policies, procedures, and/or protocols for the effective and reasonable administration of this chapter.

**Sec. 8.74.040. Definitions.**

The following words and phrases shall have the meanings respectively ascribed to them by this section, except where the context clearly indicates a different meaning:

*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.

*Air ambulance* means any aircraft specially constructed, modified or equipped, and used for the primary purposes of responding to emergency calls and transporting critically ill or injured patients whose medical flight crew has at a minimum two attendants certified or licensed in Advance Life Support (22 CCR § 100166.03).

*Air ambulance transport contract* means a contract with the County for an air ambulance to respond to requests for air medical transportation of critically ill or injured patients from locations within the County. Mutual aid agreements may qualify as air ambulance transport contracts.

*Ambulance* means a ground transportation vehicle that is specially constructed, modified or equipped, and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons.

*Ambulance* means a vehicle that is specially constructed, modified, equipped, and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons.

*Ambulance transport contract* means a contract with the County to provide ambulance services within the County.

*Ambulance transport contractor* means any entity or public agency that contracts with the County to provide ambulance services within the County.

*Arrival at the scene* means the time that an ambulance comes to a physical stop at an emergency scene (wheels stopped) or a medical transportation services vehicle comes to a stop at the designated location (wheels stopped).

*Attendant* means a trained and qualified individual who, regardless of whether attendant also serves as driver, is responsible for the care of patients, and who has met all license, certification, accreditation and other requirements of State laws and regulations, and local policies, protocols, ordinances and regulations.

*Basic life support (BLS)* means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available in accordance with Health and Safety Code § 1797.60.

*Contract* means a signed agreement with an emergency medical service entity for the provision of emergency medical services within the County.

*Contract officer* means the Manager of Emergency Medical Services and Emergency Preparedness and Response, or the County employee designated as the manager responsible for administration of the County's Emergency Medical Services Agency.

*Contractor* means a person or entity or a public agency that contracts with the County to provide emergency medical services within the County.

*County* means the County of El Dorado, a political subdivision of the State of California, and may alternately describe the geographical area within the jurisdiction of the County for the purposes of this chapter.

*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 assistants, nurse practitioners or nurse midwives as determined by the physician responsible for the patient and the Emergency Medical Services Medical Director.

*Designated dispatch center* means the dispatch agency designated by the County for the purpose of coordinating the response of emergency medical services within the County.

*Driver* means a person licensed and qualified to operate a medical transportation services vehicle.

*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 in accordance with Health and Safety Code § 1797.70, or a prudent layperson.

*Emergency medical dispatch or EMD* means medical dispatch protocols and pre-arrival instructions approved by the EMS Agency Medical Director and Contract Officer, based on the emergency medical dispatch national standard curriculum as the standard.

*Emergency medical response* means responding immediately to any request for medical transportation service for an emergency medical condition. An immediate response is one in which the medical transportation vehicle responding begins as quickly as possible to take the steps necessary to respond to the call.

*Emergency medical services or EMS* means the services utilized in responding to a medical emergency. *Emergency Medical Services Agency or EMS Agency* means the administrative agency responsible for the direct oversight of prehospital care in the County, acting under the County's Chief Administrative Office pursuant to Health and Safety Code § 1797.200.

*EMS aircraft* means any aircraft utilized for the purpose of prehospital emergency patient response and transport. The term "EMS aircraft" includes air ambulances and all categories of rescue aircraft (22 CCR §100166.13).

*Emergency medical services (EMS) entity* means a licensed person or entity or a public agency that is specially trained, equipped, and staffed to provide emergency medical services, including providing care to ill or injured persons.

*Emergency medical technician (EMT)* means an individual trained in all facets of basic life support, as defined in Health and Safety Code § 1797.60, and in accordance with standards prescribed in the California Code of Regulations, Title 22, Division 9, Chapter 3.1 (22 CCR § 100065.05 et seq.), and who has a valid State EMT certificate.

*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, Division 9, Chapter 3.3 (22 CCR § 100090.09 et seq.) and who has a valid State paramedic license. Paramedics working in the County must additionally be accredited in accordance with standards established by the EMS Agency Medical Director.

*Exclusive operating area (EOA)* means an emergency medical services area or subarea defined by the emergency medical services plan for which a local EMS agency, upon the recommendation of the County, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support (Health and Safety Code § 1797.85).

*Interfacility transport (IFT) service* means the movement of a patient from one health care facility to another in a contracted ambulance or air ambulance.

*Limited advanced life support (LALS)* means, in accordance with Health and Safety Code § 1797.92, special services designed to provide prehospital emergency medical care limited to techniques and procedures that exceed basic life support but are less than advanced life support and are those procedures pursuant to Health and Safety Code § 1797.171.

*Litter van* means a vehicle which is modified, equipped, and used for the purpose of providing non-emergency medical transportation for those medical passengers with stable medical conditions who require the use of a litter or gurney, and which is not routinely equipped or staffed for the specialized care provided in an ambulance.

*Litter van medical passenger* means a person in need of transportation for medical purposes such as attendance at a doctor's appointment, clinic visit or for other non-emergency reason. Medical passengers are differentiated from patients in that their medical condition is stable and it is not anticipated that they will need medical observation, intervention, or treatment during non-emergency medical transportation. The passenger must be able to maintain an open airway without assistance and self-administer any medical care en route. The EMS Agency Medical Director may establish policies that differentiate between patients and medical passengers.

*Medical Director* means the Medical Director of the County EMS Agency.

*Medical transportation entity* means a person or entity appropriately licensed and specially trained, equipped and staffed to provide medical transportation services for medical passengers.

*Medical transportation services* means the provision of non-emergency transportation of medical passenger by a litter van or wheelchair van that is licensed, permitted, operated, and equipped in accordance with applicable State laws and regulations. Medical transportation services do not include transportation of medical passengers by private passenger vehicle, taxicab, public transit or other forms of public transportation.

*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.

*Physician* means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.

*Primary response area* means a geographical area designated by the County in a contract.

*Public Health Officer* means the County's Public Health Officer.

*Registered nurse* means an individual licensed by the State of California Board of Registered Nursing, and, under certain circumstances, may include a nurse who is licensed by the Nevada State Board of Nursing and provides medical transportation services across the California-Nevada border.

*Rescue aircraft* means an aircraft whose usual function is not prehospital emergency patient transport, but which may be utilized, in compliance with local EMS policy, for prehospital emergency patient transport when use of an air ambulance or ambulance is inappropriate or unavailable. Rescue aircraft includes ALS, BLS, and auxiliary rescue aircraft (22 CCR §100166.16 ).

*Rescue aircraft transport contract* means a contract with the County for the utilization of a rescue aircraft.

*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.

*Standby or special event* means (a) an event where spectators and/or participants in the event have a potential for illness or injury, or (b) 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.

*Wheelchair van* means a vehicle which is modified, equipped, and used for the purpose of providing non-emergency medical transportation for wheelchair van medical passengers, and that is not routinely staffed or equipped with the medical equipment required for the specialized care provided in an ambulance.

*Wheelchair van medical passenger* means a medical passenger whose condition is such that the passenger may be transported seated in a wheelchair. The passenger must be able to sit erect, hold his or her head up, maintain an open airway without assistance, and self-administer any medical care needed en route.

**Sec. 8.74.050. System description.**

Geopolitically, the County is divided into two County Service Areas: County Service Area No. 3, including the Lake Tahoe Basin, the City of South Lake Tahoe, and the Meeks Bay and Tahoma areas; and County Service Area No. 7, including the western slope of the County, and the City of Placerville. The County provides ambulance services consisting of two exclusive operating areas (EOA) and one non-exclusive operating area. 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.

*A. Exclusive operating areas (EOA).*

1. County Service Area No. 3—South Shore: The County procures 9-1-1 emergency and non-emergency ambulance transport, all ambulance interfacility transport, and critical care transport services through a contracted provider, and establishes an exclusive operating area through a competitive bidding process consistent with Health and Safety Code § 1797.224.
2. County Service Area No. 7: This area 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 and has provided ambulance service in the same manner and scope since January 1, 1981 pursuant to Health and Safety Code § 1797.224. The State of California Emergency Medical Services Authority has acknowledged and agreed that pursuant to Health and Safety Code § 1797.224, the County qualifies as an entity that has provided emergency medical services and ambulance transport services in CSA No. 7 in the same manner and scope since January 1, 1981. (Settlement Agreement, OAH Case No. 2019010199, dated July 18, 2019, approved July 23, 2019 by Administrative Law Judge.)

*B. Non-exclusive operating areas.*

1. County Service Area No. 3—West Shore: This zone is non-exclusive for all services.
2. County Service Area No. 7: This area is non-exclusive for non-emergency ambulance transports and ambulance interfacility transports that originate in the County and terminate outside of the County.
3. All areas within the County are non-exclusive for air ambulance and rescue aircraft services including air ambulance interfacility transports and critical care transports.

4. All areas within the County are non-exclusive for the provision of EMS services of advanced life support and limited advanced life support levels of care that are not provided by an ambulance.
  5. All areas within the County are non-exclusive for the provision of medical transportation services providing non-emergency transportation of medical passengers.
- C. Areas bordering the County. County may enter into contracts or mutual aid agreements for EMS service to bordering counties. Any exclusivity for these agreements will be determined by the County within which the service area lies.

**Sec. 8.74.060. Service requirements.**

Ambulance services and all emergency medical services shall conform to all laws, rules, and regulations set forth in the Vehicle Code, Health and Safety Code, and all Federal, State and County codes, regulations, policies, procedures, and protocols applicable to emergency medical services and/or ambulance services. Nothing by way of this chapter shall be construed to conflict with existing State laws concerning emergency medical services.

- A. *Ambulance.* Any person, owner, entity or agency operating, conducting, advertising, engaging in or professing to be engaged in the operation of any ambulance service, whether at the BLS, ALS, or CCT level, within the County must have a contract with the County in conformance with the requirements of this chapter prior to said operations.
1. All contractors of emergency ambulance services shall provide continuous 24-hour-per-day service, seven days a week, unless otherwise specified by the EMS agency in their contract.
  2. All ambulance responses and transports shall be provided in conformity with the California Code of Regulations (22 CCR § 51231) State regulations and requirements, the County's Emergency Medical Services Agency Policy and Procedure Manual, Trauma Plan, and EMS Plan, County's field treatment protocols, and all agreements and contracts pertaining in whole or in part to patient care.
  3. The EMS Agency Medical Director shall set the standards for emergency medical dispatch.
  4. The ambulance contractor shall adhere to and provide to the EMS Agency a staffing or deployment plan that describes the contractor's method of operation within the County.
  5. No contractor shall cause or allow its ambulance to respond to a location without receiving a specific request from its designated dispatch center for emergency medical services at that location. In the case of a witnessed incident, the ambulance staff shall notify the designated dispatch center to be assigned to the incident.
  6. In the event that an ambulance contractor is unable to respond to an individual request for emergency medical service, that contractor shall immediately notify its designated dispatch center.
- B. *Air ambulance service.* Any person, owner, entity or agency operating, conducting, advertising, engaging in or professing to be engaged in the operation of any fixed or rotary wing air ambulance service, whether at the BLS, ALS, or CCT level, within the County; or any rotary wing air ambulance service based outside the County but providing air ambulance service within the County, must have a contract with the County in conformance with the requirements of this chapter prior to said operations. Any person, owner, entity or agency operating, conducting, advertising, engaging

in or professing to engage in, fixed-wing air ambulance service based outside of the County and providing air ambulance services within the County must be appropriately licensed and authorized in their jurisdiction of origin.

1. Air ambulance contractors shall meet or exceed the requirements in California Code of Regulations, Title 22, Division 9, Chapter 7, §§ 100167 and 100169 and Chapter 3.4, § 100098.
  2. Air ambulance contractors based within the State shall provide an ALS level of service in conformity with the requirements of California Code of Regulations, Title 22, Division 9, Chapter 7, § 100166.01 et seq.
  3. Air ambulance contractors shall meet or exceed all Federal licenses and permits necessary to provide air ambulance services.
  4. Air ambulance contractors, and any hospital at which an air ambulance is based, housed, or stationed either permanently or temporarily, shall meet or exceed all Federal, State and local regulations, ordinances, policies and procedures relating to air ambulances and shall comply with all appropriate Federal aviation regulations pertaining to and including flight operations, pilot flight and time duty, flight crews, and maintenance inspections.
  5. No air ambulance contractor shall cause or allow its air ambulance to respond to a location without receiving a specific request from the designated dispatch center for such service at that location. In the case of a witnessed incident, the air ambulance staff shall notify the designated dispatch center to be assigned to the incident.
  6. In the event that an air ambulance contractor is unable to respond to a request for emergency medical service, that air ambulance contractor shall immediately notify the designated dispatch center.
- C. *Rescue aircraft service.* The County may enter into one or more rescue aircraft transport contracts for the utilization of rescue aircraft in the prehospital emergency transport of a patient when use of an air ambulance or ambulance is not available or not appropriate under the circumstances. Rescue aircraft operations shall at all times be in conformance with the requirements of this chapter. Rescue aircraft transport contracts may be issued for the entire County or for specific primary response areas within the County.
1. A request for service from the designated dispatch center shall be deemed as authorization for the use of rescue aircraft operated by the California Highway Patrol, Department of Forestry, National Guard, or the Federal government.
  2. In the event of a witnessed incident or where a rescue aircraft receives a request to respond from other than the designated dispatch center, the rescue aircraft contractor shall notify the designated dispatch center via radio or appropriate ground relay to be assigned to the incident.
  3. In the event that a rescue aircraft contractor is unable to respond to a request for emergency medical service, that rescue aircraft contractor shall immediately notify the designated dispatch center.
  4. No rescue aircraft contractor subject to this chapter shall cause or allow its rescue aircraft to respond to a location without receiving a specific request or assignment from the designated dispatch center for such service at that location. In the case of a witnessed incident, the rescue aircraft staff shall notify the designated dispatch center to be assigned to the incident.

5. Rescue aircraft providers, including any company, lessee, agency (excluding agencies of the Federal government), provider, owner, operator who provides or makes available prehospital air transport, or medical personnel, either directly or indirectly, shall adhere to all local statutes, ordinances, policies, and procedures applicable to EMS aircraft operations.
- D. *Medical transportation services.* Medical transportation services will not be provided on an exclusive basis. No permit is required to furnish, operate, conduct, maintain, or otherwise engage in or advertise medical transportation services in El Dorado County.
1. A medical transportation entity shall maintain equipment, personnel, and conduct operations in compliance with standards for reimbursement for nonemergency medical transportation services for eligible Medi-Cal beneficiaries pursuant to California Welfare and Institutions Code, Division 9, Part 3, Chapter 7 and California Code of Regulations, Title 22, Division 3, Chapter 3, Article 3, (22 CCR §§ 51200 and 51231.1).
  2. No medical transportation entity shall furnish, operate, conduct, maintain, or otherwise engage in or advertise, offer, or profess to engage in ambulance service in El Dorado County unless they hold a currently valid ambulance operator's permit.
  3. No medical transportation entity shall transport to an emergency department of an acute care hospital or utilize any ingress, egress, or parking specified for ambulances or emergency vehicles within the County.
- E. *ALS services.* Anyone wishing to provide ALS services utilizing EMS personnel certified at the ALS or LALS level must do so pursuant to a contract with the County.
- F. *Standby or special event.* ALS or LALS standby or special event coverage utilizing EMS personnel (non-ambulance services) will not be provided on an exclusive basis. EMS entities located outside the County utilizing EMS personnel may do so pursuant to a contract with the County for ALS or LALS level of service.

**Sec. 8.74.070. Rates.**

- A. Ambulance rates. The Board of Supervisors will establish the rates for emergency and nonemergency ambulance service. For non-exclusive operating areas for emergency or nonemergency ambulance service, the rates will be in accordance with the provider's contract.

**Sec. 8.74.080. Contract requirements.**

- A. *Applications.* Applications for a contract shall be submitted on forms supplied by the County and shall include all of the following information. If applicant 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:
  1. The names and addresses of the applicant, registered owner, partner, officers, directors, and all shareholder who hold or control ten percent or more of the stock of the applicant, all cumulatively referred to hereinafter as "applicant;"
  2. The name under which the applicant is, or proposes to engage in business;
    1. The type and level of service proposed;
    2. A 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. A copy of a current CHP emergency ambulance nontransferable license unless exempt;
4. A copy of a current CHP authorized emergency vehicle permit for each ambulance if required by the CHP;
5. A copy of a current County business license and a copy of the business license for each city in which the applicant is doing business;
6. A statement of the legal history of the applicant inclusive of all criminal and civil convictions, suspensions and/or termination of EMS contracts. The statement shall be accompanied by a completed application for a criminal record check from the applicant;
7. A 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;
8. A statement specifying the education, training, and experience of the applicant in the care and transportation of patients;
9. A 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);
10. 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;
11. A detailed description of the radio equipment, including vehicle radios as well as cellular phones in use;
12. 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 from which contracted services will be operated, and the address and hours of operation for each facility listed;
13. A detailed description of the number of ambulances and/or EMS aircraft 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, and in the case of EMS aircraft, the aircraft registration number;
14. Evidence of insurance meeting the requirements of the County;
15. A statement that the applicant understands and will comply with the County's EMS vehicle inspection process including any required fees;
16. A detailed description of the applicant's program for maintenance for vehicles and/or aircraft, and equipment;
17. A quality assurance plan that meets EMS policies for the specific level of service;
18. A detailed list of all EMS personnel, inclusive of EMTs, EMT-Ps, registered nurses, and 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 Vehicle license classification, number and expiration date, pilot license, classifications and expiration;

19. A staffing or deployment plan that describes the applicant's method of operation within the County;
  20. For air ambulance and rescue aircraft applications, applicant shall also include proof of registration with the FAA and licensure and certification within the local jurisdiction of origin including Commission on Accreditation of Medical Transport Systems (CAMTS) accreditation. Air ambulance applicants based outside the State of California shall have the burden to demonstrate approximate equivalence with State of California and County rules, regulations, and policies requirements;
  21. The application fee as set by the County;
  22. A statement that the applicant will participate in the County's disaster response plan;
  23. Any other information that the County deems necessary for determination of compliance with this chapter.
- B. *Application fees.* The County shall set the contract application fees by resolution. The fees shall not exceed the reasonable costs of administering and enforcing this chapter as determined by the Board of Supervisors. The application fee is nonrefundable. The ambulance inspection fee, if charged, may be returned if the applicant does not meet the basic requirements for an application and ambulances are not inspected.
- C. *Change in circumstances.* An applicant shall notify the Contract Officer, if any information in their application changes during the pendency of their application and shall provide, within five 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.
- D. *Application review, approval, or denial.*
1. *Review of application.* Within 60 days of receipt of a completed application and fee, the Contract Officer shall review the application, the site of operation, vehicles, and any other information the County deems necessary to ensure compliance with this chapter and shall determine if an extension is necessary or make a determination of:
    - a. Whether the applicant has submitted all of the required application information;
    - b. Whether the applicant meets all the requirements of applicable laws, regulations and policies, and this chapter;
    - c. Whether the applicant's vehicles, equipment, and appurtenances including radios, are in good working order and the vehicles pass inspection in accordance herein;
    - d. Whether the applicant is able to provide the requested service that meets the needs of the County and the public;
    - e. Whether the applicant has knowingly made a false statement of fact and/or knowingly failed to disclose pertinent facts, in the application, or committed any other act involving dishonesty, fraud, deceit or moral turpitude; and
    - f. Whether the applicant previously held a contract that was terminated or suspended, and whether the grounds for such termination or suspension remain.

2. *Approval of application for contract.* If it is determined that the applicant meets all requirements within this chapter, the County shall approve the application and the Contract Officer shall issue the appropriate contract.
  3. *Denial of application for contract.*
    - a. If the application is not complete, the application shall be returned to the applicant. If it is determined that the applicant does not meet all requirements of this chapter, then County shall deny the application and Contract Officer shall notify the applicant in writing by certified mail.
    - b. Denial of applications shall be final unless applicant complies with the appeal procedure herein.
    - c. Denial of an application may be appealed in writing to the Chief Administrative Officer within 15 business days from the date of the mailed notice of denial. 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.
    - d. The decision of the Chief Administrative Officer is final, unless otherwise provided by law.
    - e. Evidence. An appeal to the Chief Administrative Officer need not be conducted according to the technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is of such nature as responsible persons are accustomed to rely on in the conduct of serious affairs. Written statements by a County officer or employee, an officer or employee of the State, or an officer or employee of any law enforcement or fire protection district acting in the course and scope of their official duties or employment may be accepted as evidence. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant or unduly repetitious evidence shall be excluded.
- E. *Term.* A contract is valid for the period of time, and subject to the limitations, contained therein. Terms for renewal of contracts, if applicable, will be defined in the contract.
- F. *Exceptions to contract requirements for ambulance.* The ambulance contract requirements shall not apply to the following:
1. Vehicles operated at the request of local authorities during any declared state of war emergency, state of emergency or local emergency, as defined in the Government Code or other periods of disaster or mass casualty incidents;
  2. Ambulances based and properly permitted outside the County transporting a patient into the County or transporting a patient through the County. In order to maintain proper medical control, communications shall be maintained under the requirements of the authorizing jurisdiction of origin of the transporting vehicles;
  3. Vehicles operated by governmental agencies and contractors of Federal or State agencies providing services under the authority of the governmental agency;
  4. As part of mutual aid requested by local authorities, a contracted provider, an incident commander, designated dispatch center or the County. Mutual aid providers must be properly licensed and authorized to provide services within their jurisdiction of origin.

- G. *Exceptions to contract requirements for EMS aircraft.* The County may allow air ambulances and rescue aircraft to operate within the County without contracts as follows:
1. At the request of local authorities during any declared state of war emergency, state of emergency, or local emergency as defined in the Government Code or other periods of disaster or mass casualty incidents;
  2. Where governmental agencies of Federal or State contractors are providing services under the authority of that governmental agency;
  3. As part of mutual aid requested by local authorities, an incident commander, designated dispatch center or the County. Mutual aid providers must be properly licensed and authorized to provide services within their jurisdiction of origin;
  4. In cases in which the County determines that the use of specialized aircraft or clinical teams may provide a benefit to the health and safety of a patient or the County;
  5. In cases in which the performance characteristics of a particular aircraft may allow the safe completion of a specific medical flight that could not be safely accomplished using a currently contracted air ambulance.
- H. Changes to operations. The contractor 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 the application on file, within 15 days of such changes.

**Sec. 8.74.090. Clinical requirements.**

The Medical Director shall have medical control. All EMT and EMT-P personnel working in the County shall provide patient care in accordance with medical care policies, procedures, and protocols promulgated by the EMS Medical Director and shall provide the Medical Director with full access to all medical information pertinent to clinical care, data collection, evaluation and analysis.

**Sec. 8.74.100. Operational requirements.**

- A. *Personnel standards and training requirements.* A contractor shall only employ personnel who comply with the requirements of the California Code of Regulations, Title 22; Health and Safety Code § 1797 et seq.; this chapter; and the County's Emergency Medical Services Agency Policy and Procedure Manual.
1. *ALS Ambulance personnel.* Each ALS ambulance shall be staffed with no less than one EMT-P and one EMT, and shall meet all requirements as set forth in subsection B of this Section.
    1. ALS Ambulance staff shall have satisfied the provisions of the Title 13, California Code of Regulations §§ 1100.3 and 1101; Vehicle Code § 12527; and Health and Safety Code § 1797.160.
    2. ALS Ambulance staff shall be proficient in safely operating the vehicle assigned including defensive drivers training, and shall within 12 months of employment successfully complete an emergency vehicle operators course (eight-hour) which has been submitted to and approved by the County.
    3. ALS Ambulance staff shall be trained and competent in the proper use of all emergency vehicles and medical equipment, and shall hold the appropriate level of

certification and/or accreditation to the level of service provided as specified in the contract.

2. *BLS Ambulance personnel.* Each BLS ambulance shall be staffed with no less than two EMTs, and shall meet all requirements as set forth in subsection B of this Section. BLS Ambulance staff shall be proficient in safely operating the vehicle assigned including defensive drivers training, and shall within 12 months of employment successfully complete an emergency vehicle operators course (eight-hour) which has been submitted to and approved by the County. BLS ambulance staff shall be trained and competent in the proper use of all emergency vehicles and medical equipment, and shall hold the appropriate level of certification and/or accreditation to the level of service provided as specified in the contract.
3. *Critical care transport (CCT) personnel.* Each CCT vehicle shall be staffed with a minimum of one EMT and one specially trained and authorized EMT-P, or two EMTs and at least one registered nurse, physician, respiratory therapist, perfusionist, physician assistant, nurse practitioner or nurse mid-wife as determined by the physician responsible for the patient in accordance with policies established by the EMS Agency Medical Director and shall meet all requirements as set forth in subsection B of this Section. If the registered nurse, physician, or other advanced clinical attendant is also certified as an EMT or licensed as an EMT-P, the second EMT will not be required.
4. *Interfacility transport (IFT) personnel.* Each IFT shall be staffed at no less than the level of service determined by order of the physician responsible for the patient and shall meet all requirements as set forth in subsection B of this Section. In the absence of a physician order specifying level of service (ALS/BLS), the IFT shall be staffed with no less than one EMT-P and one EMT. Each ambulance contractor with the County shall retain a written record of the physician order specifying the required level of service.
5. *Air ambulance personnel.* Air ambulances based in California shall be appropriately staffed and equipped to the advanced life support level pursuant to the requirements established in the California Code of Regulations, Title 22, Division 9, Chapter 8 (22 CCR § 100166.01 et seq.).
  - a. If an air ambulance contractor utilizes flight nurses, contractor shall ensure that all flight nurses are licensed by the State. Flight nurses whose license has lapsed shall not be allowed to provide prehospital care within the County until they have met all requirements to bring their license current. Contractor shall ensure compliance with all regulations from the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; and the California Nurse Practice Act of 1974.
  - b. Air ambulances based outside the State shall be appropriately staffed and equipped to the advanced life support level pursuant to the State and local requirements of their jurisdiction of origin.
6. *Rescue aircraft personnel.* Rescue aircraft based in the State shall be appropriately staffed and equipped to the classified level of service provided in accordance with the California Code of Regulations, Title 22, Division 9, Chapter 7 (22 CCR § 100166.16 et seq.).
7. *ALS service personnel.* All ALS service personnel shall be licensed and accredited at the ALS level.
8. *Standby or special event personnel.* All special event personnel shall be licensed and accredited at the ALS or LALS level.

- B. *Equipment and supply requirements.* Each contractor shall meet or exceed the medical equipment and supply requirements set forth in Federal and State law, the California Code of Regulations, this chapter, the County's Emergency Medical Services Agency Policy and Procedure Manual, together with the following requirements applicable to the level of service being offered:
1. *Ambulance, critical care transport, and interfacility transport.* Each ambulance shall be equipped according to the vehicle safety and equipment requirements of the California Vehicle Code and the California Code of Regulations, Title 13, Motor Vehicles, and shall carry a photocopy or original current vehicle registration, current insurance identification, and unless otherwise exempt, a current California Highway Patrol inspection permit authorizing the use of the vehicle as an ambulance. Each interfacility transport by ambulance shall meet the requirements of this section and the minimum inventory list as required by the policies and procedures of the EMS Agency. Each critical care transport vehicle shall also carry additional equipment and supplies as required by the sending physician.
  2. *Air ambulance interfacility transport.* All interfacility transports by air ambulance shall meet the requirements for air ambulance equipment and supplies set forth in California Code of Regulations, Title 22, Division 3, Chapter 7, Article 4 (22 CCR § 100169).
  3. *ALS service.* ALS service providers shall be equipped and supplied in accordance with the requirements for the level of service identified in their contract and the minimum inventory list as required by the policies and procedures of the EMS Agency.
  4. *Standby or special event.* Standby or special event providers shall be equipped and supplied in accordance with the requirements for the level of service identified in their contract and the minimum inventory list as required by the policies and procedures of the EMS Agency.

**Sec. 8.74.110. Insurance requirements.**

- A. Each contractor shall secure and maintain at its sole expense in full force during the entire contract term, automobile, public liability, aircraft liability, general liability, workers compensation, and professional liability error and omissions, insurance as required by, and in the form and amounts with the endorsements and conditions established by, the County's Risk Manager.
- B. Each contract shall contain provisions, subject to County Counsel review and approval, that the contractor agrees to protect, hold harmless and defend the County, its board, agents, officers, and employees from any and all claims or actions for property damage, personal injury, sickness, disease, or economic and consequential losses, in any way arising out of or incident to the contractor's acts or omissions under this chapter, and to pay any and all judgments, costs, attorney's fees which may be rendered against the County, its board, agents, officers, and employees in any and all such actions and proceedings.

**Sec. 8.74.120. Advertising.**

All advertising shall comply with the following requirements:

- A. Advertising shall comply with Health and Safety Code § 1797.180, California Code of Regulations, Title 13 and Title 22, and regulations promulgated by the Commissioner of the California Highway Patrol.
- B. Any use of a telephone number on an ambulance for non-emergency ambulance services shall

include the phrase "For Emergencies Dial 9-1-1" in capital letters that are at least as large as the letters used for the telephone number.

**Sec. 8.74.130. Emergency and disaster operations.**

- A. In the event of a disaster or mass casualty incident, the ability of the County to provide necessary prehospital emergency medical services may be disrupted or be inadequate for the number of casualties. It is necessary, therefore, that all contractors be available to assist disaster or mass casualty incidents. The County will determine the amount of the assistance needed, acceptable ambulance staffing and configuration, and may authorize the dispatch of ambulances as permitted by law. Each contractor shall make available and place into service all licensed and properly equipped units at the request of the County. The County will coordinate all medical mutual aid requests through the County designated dispatch center.
- B. Contractor shall have its disaster response and personnel callback plan on file with the County EMS Agency.
- C. All management and field personnel of the contractor shall follow guidelines and directions of the County's multi-casualty incident plan during these emergency operations.
- D. The County may assist the contractor in seeking reimbursement for contractor costs from any disaster relief monies. The County shall have no financial responsibility for these costs or charges.
- E. Contractors who provide emergency medical response shall participate at least once per year in a County-organized or approved disaster exercise by sending one fully staffed emergency ambulance and one representative from management. A minimum 90-day written notice from the EMS Agency or its designee will be provided. All costs associated with their participation in the disaster exercise shall be the sole responsibility of the contractor.

**Sec. 8.74.140. Enforcement.**

*A. Inspections and investigations.*

- 1. The County shall have the right to inspect, and audit, records, facilities, equipment, supplies, personnel, and methods of operation of a contractor whenever the County deems such inspection necessary.
- 2. The contractor shall cooperate with County in any investigations or possible violations of this chapter and shall make all dispatch logs and similar dispatch records including recordings available for inspection and copying at reasonable times at the contractor's regular place of business. All recordings shall remain available for a minimum of 60 days from the date the recording was made.
- 3. The contractor shall allow County to inspect on a pre-announced or unannounced basis all emergency medical services vehicles and aircraft used by the contractor within the County. The purpose of such inspection is to determine if the vehicle or aircraft 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 contracted. The inspection for ambulances will be for all equipment identified in the County's Emergency Medical Services Agency Policy and Procedure Manual and the minimum inventory list as required by the policies and procedures of the EMS Agency which has not been inspected by the California Highway Patrol under the California Code of Regulations, Title 13, §§ 1103 and 1103.2. The contractor 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.

- B. *Consumer complaints.* Any person alleging that a contractor has provided unsatisfactory or inappropriate emergency medical services may file a written complaint with the Contract Officer setting forth such allegations. The Contract Officer shall notify the contractor in writing of the receipt of the complaint. The Contract Officer shall investigate the complaint to determine whether the Contractor has committed any improper act or failed to satisfactorily perform any duty specified in this chapter. Contractor may provide a written response to the Contract Officer in writing within ten business days from the receipt of that notification. If the Contract Officer determines that a contractor has committed a violation of this chapter, the Contract Officer shall take timely and reasonable actions to secure compliance with the conditions and provisions of this chapter. If the Contract Officer is unable to secure compliance, the Contract Officer will initiate action to suspend, revoke, or terminate the contract.
- C. *Suspension and/or termination.*
1. Following the procedures specified in the contract, the County may suspend a contractor or terminate a contract for:
    - a. Violating any provision of the contract;
    - b. Violating any provisions of this chapter or violating any provisions of statute, regulations or other laws relating to emergency medical services;
    - c. Changing the operational or financial capabilities of the contractor in such a manner that had that change been known at the time of the application, the application could have been denied;
    - d. Failing to pay any fine issued pursuant to this section within ten business days.
  2. In addition to the above, the County may suspend or terminate an emergency medical services contract as specified in the contract.
  3. Suspension is not a condition precedent to termination.
- D. *Penalties.* The County may impose fines for noncompliance infractions of this chapter as defined in the terms and/or conditions of a contract. If fines are not specified in the contract, infractions of a contract 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.
- E. *Appeals.*
1. Requests to challenge the decision to terminate a contract will be conducted as specified in the contract.
  2. Notification. When a contract is terminated, the Contract Officer shall notify all public safety agencies, hospitals and other interested parties in the County of this fact, specifying the name of the contractor and the action taken.”

**Section 2.** Adoption of this Ordinance is Not a Project under the California Environmental Quality Act (CEQA). This Ordinance is not a “project” within the meaning of Public Resources Code Section 21065 and CEQA Guidelines Sections 15060(c)(2) and 15378 because the regulations of emergency medical services and medical transportation does not have the potential of resulting in a direct or reasonably foreseeable

indirect physical change in the environment. Even if the adoption of this ordinance were a project, it would be exempt under the "common sense" exemption in CEA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that adoption of this ordinance would have a significant effect on the environment.

**Section 3. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

**Section 4. Effective Date.** Pursuant to California Government Code Section 25123, this ordinance shall become effective 30 days from the date of final passage.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the following vote of said Board:

ATTEST  
Kim Dawson  
Clerk of the Board of Supervisors

Ayes:

By \_\_\_\_\_

\_\_\_\_\_  
Deputy Clerk

Noes:

Absent:

\_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AS TO FORM  
COUNTY COUNSEL

By: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_