

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

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

RECITALS

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

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

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

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

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

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

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

EDCESA and Member Agency mutually agree as follows:

ARTICLE I. DEFINITIONS

The following terms and definitions apply to this Agreement:

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

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

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

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

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

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

ARTICLE II. SCOPE OF SERVICES

Section 2.01 Services

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

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

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

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

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

Section 2.02 Standards of Service for Prehospital ALS

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

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

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

Section 2.03 System Designations

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

Section 2.04 Personnel Requirements

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

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

Section 2.05 Equal Opportunity Employer

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

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

Section 2.06 Training Requirements

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

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

Section 2.07 Community Education

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

Section 2.08 Quality Improvement/Quality Assurance

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

Section 2.09 Mutual Aid Requests

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

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

Section 2.10 Disaster/Multi-Casualty Incident Requirements

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

Section 2.11 Drugs and Medical Supplies

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

Section 2.12 ALS Medical Equipment

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

Section 2.13 Communications Equipment

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

ARTICLE III. DATA COLLECTION AND REPORTING REQUIREMENTS

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

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

Section 3.01 Patient Care Report

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

Section 3.02 Incident Report

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

- (a) Mutual Aid Received or Provided

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

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

(b) Unusual Activities

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

(c) Vehicle Failure and Accident Reporting

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

Section 3.03 Ambulance Response Time Report

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

ARTICLE IV. CONTRACT REQUIREMENTS

Section 4.01 Operational Policies

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

Section 4.02 Billing for Services

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

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

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

Section 4.03 Term

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

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

Section 4.05 Changes to Agreement

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

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

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

Section 4.06 Assignment and Delegation

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

Section 4.07 Independent Provider Liability

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

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

Section 4.08 Nondiscrimination in Services, Benefits, and Facilities

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

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

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

Section 4.09 Notice to Parties

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

El Dorado County Emergency Services Authority

Member Agency

Address

Address

Attention: _____

Attention: _____

Section 4.10 Indemnity

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

Section 4.11 Insurance

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

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

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

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

Section 4.12 Interest of Public Official

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

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

Section 4.13 Interest of Provider

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

Section 4.14 Venue

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

Section 4.15 California Residency (Form 590)

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

Section 4.16 Taxpayer Identification / Form W9

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

Section 4.17 Administrator

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

Section 4.18 Authorized Signatures

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

Section 4.19 Partial Invalidity

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

ARTICLE V. ENTIRE AGREEMENT

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

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

EDCESA

Date

Member Agency

Date