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BEFORE THE
EMERGENCY MEDICAL SERVICES COMMISSION
STATE OF CALIFORNIA

In the Matter of the Statement of Issues)
Against:) OAH Case No. 2019010199
) EMSA Case No. 19-01PA
)
EL DORADO COUNTY)
EMERGENCY MEDICAL SERVICES) **Stipulated Settlement Agreement**
AGENCY,)
)
Respondent.)

The parties in the referred matter desire to settle the case on the following grounds:

1. The County of El Dorado (County) has designated the El Dorado EMS Agency (EL DORADO EMS) as the local EMS agency pursuant to Health and Safety (H&S) Code § 1797.200 and is vested with the responsibilities of a local EMS agency as defined in the EMS Act (Division 2.5 of the California Health and Safety Code.
2. EL DORADO EMS agrees that there will be a competitive process to provide emergency medical services (EMS) and ground ambulance transportation under Health and Safety (H&S) Code § 1797.224 for County Services Area (CSA) #3 Tahoe South Shore Area. EL DORADO EMS agrees to submit the process to the Emergency Medical Services Authority (EMSA) for approval consistent with H&S Code § 1797.105. EMSA agrees that it will not withhold approval except for non-compliance with H&S Code § 1797.105, and any applicable regulations established by EMSA pursuant to and in compliance with the Administrative Procedure Act, Government Code § 11340 et. seq. EL DORADO EMS agrees it will conduct an open competitive process to select the provider of emergency ambulance services and determine the scope of their operations and award the EMS contract to the most qualified provider consistent with its published scoring criteria on or before August 30, 2021. EL DORADO EMS further agrees that neither it nor COUNTY will be the provider under the

1 resulting EMS contract. CSA#3 Tahoe West Shore Area (Meeks Bay) is not subject to this
2 requirement. EL DORADO EMS has currently designated this sub-area as non-exclusive for
3 EMS and ambulance transportation services. If EL DORADO EMS at some future date
4 determines it wishes to designate this sub-area as exclusive, it will comply with the terms of this
5 agreement to designate that sub-area as exclusive.

6 3. EMSA acknowledges and agrees that pursuant to H&S Code § 1797.224, the
7 COUNTY qualifies as an entity that has provided EMS and ambulance transportation services in
8 CSA #7 in the same manner and scope since January 1, 1981. The COUNTY may continue to
9 provide ambulance transportation and prehospital EMS services in an exclusive manner in CSA
10 #7 in the same manner and scope that it has been providing since January 1, 1981.

11 4. The COUNTY may continue to own the accounts receivables and be responsible
12 for billing and collection functions for ambulance transportation and prehospital EMS services
13 in all areas of the county.

14 5. EL DORADO EMS affirms that it will designate Exclusive Operating Areas for
15 EMS and ambulance transportation services only as provided in H&S Code § 1797.224.

16 6. EL DORADO EMS agrees it will not identify its operation of EMS as a “Public
17 Utility Model.” EMSA agrees and stipulates that EL DORADO EMS’ discontinuance of the
18 use of “Public Utility Model” and that EL DORADO EMS’ compliance with the terms and
19 conditions of this Settlement Agreement will not be deemed to be a “change in manner and
20 scope” as referred to in Section H&S Code § 1797.224.

21 7. This agreement is contingent upon the COUNTY (El Dorado County Board of
22 Supervisors), repealing Ordinance No. 4991 and repealing any other existing Ordinance that
23 attempts to establish an Exclusive Operating Area in the jurisdiction of the COUNTY not
24 consistent with H&S Code § 1797.85 and § 1797.224. The COUNTY may enact local
25 ordinances pertaining to the provision of EMS and ambulance transportation in an exclusive

1 manner that are not in conflict with H&S Code § 1797.224. EMSA agrees that the repeal of
2 Ordinance No. 4991 and the enactment of local ordinances pertaining to the provision of EMS
3 and ambulance transportation is an exclusive manner that are not in conflict with H&S Code
4 § 1797.224 shall not be deemed to be “changes in manner and scope.”

5 This Stipulated Settlement Agreement may be signed in counter-part.

6 EMSA and EL DORADO EMS agree to resolve this matter on the terms and conditions
7 set forth herein.

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

8 By Kim Dawson
Kim Dawson, Sr. Deputy Clerk

9 Dated: 7/18/2019

10 De K Venkay
Vice-Chairperson
El Dorado County Board of Supervisors

11 Dated: 7/18/19

12 Abigail Roseman
Senior Deputy County Counsel
Approved as to form

13 Dated:

14 Signed in Counterparts
15 Julie Souliere
Acting Director
Emergency Medical Services Authority
State of California

16 Dated:

17 Signed in Counterparts
18 Steven A. McGee
Administrative Adviser
Approved as to form

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22 Stipulated Settlement Agreement

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2 Ordinance No. 4991 and the enactment of local ordinances pertaining to the provision of EMS
3 and ambulance transportation is an exclusive manner that are not in conflict with H&S Code
4 § 1797.224 shall not be deemed to be “changes in manner and scope.”

5 This Stipulated Settlement Agreement may be signed in counter-part.

6 EMSA and EL DORADO EMS agree to resolve this matter on the terms and conditions
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ATTEST: James S. Mitrish
Clerk of the Board of Supervisors

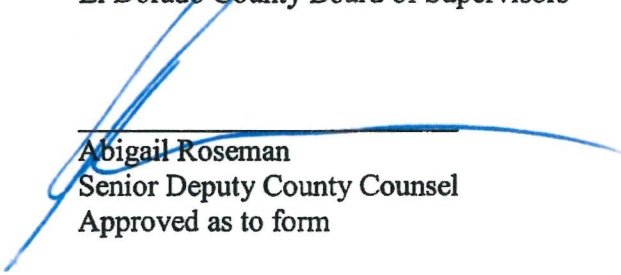
By 
Kim Dawson, Sr. Deputy Clerk

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9 Dated: 7/18/2019

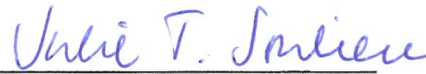

Vice-Chairperson
El Dorado County Board of Supervisors

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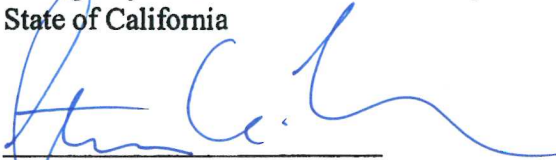
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Abigail Roseman
Senior Deputy County Counsel
Approved as to form

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Julie Souliere
Acting Director
Emergency Medical Services Authority
State of California

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20 Dated: 7/18/19


Steven A. McGee
Administrative Adviser
Approved as to form

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Stipulated Settlement Agreement

1 In witness whereof, the parties have caused this Stipulated Settlement Agreement to be executed
2 by their respective counsel of record. The Stipulated Agreement is hereby approved.

3 Dated:

7-23-2019



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Danette C. Brown
5 Administrative Law Judge
6 Office of Administrative Hearings

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