

AGREEMENT FOR SERVICES #346-S0711
AMENDMENT I

This Amendment I to that Agreement for Services #346-S0711, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as COUNTY) and North Tahoe Fire Protection District, (hereinafter referred to as CONTRACTOR).

RECITALS

WHEREAS, CONTRACTOR has entered into a Contract with COUNTY to furnish prehospital Advanced Life Support services and dispatch services under COUNTY's public utility model to the residents of the County of El Dorado in accordance with Agreement for Services #346-S0711, dated June 27, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, the Department of Public Health has been reorganized and is now known as the Public Health Division of the Health Services Department; and

WHEREAS, the parties hereto have mutually agreed to extend the term of the original Agreement, amending **Section VIII, Article VII – Term**; and

WHEREAS, the parties hereto have mutually agreed to amend **Section VIII, Article IX – Compensation for Services**; and

WHEREAS, the parties hereto have mutually agreed to amend **Section VIII, Article XV – Notice to Parties**;

NOW THEREFORE, the parties do hereby agree that Agreement for Services 346-S0711 shall be amended a first time as follows:

- 1) **All references in the original agreement to the “County Public Health Department” or “PHD” shall be deemed to refer to the Public Health Division of the Health Services Department.**

2) Section VIII, Article VII shall be amended in its entirety to read as follows:

Article VII – Term

The term of this Contract is July 1, 2006 through August 31, 2011.

3) Section VIII, Article IX shall be amended to add the following provisions above paragraph A:

For services rendered from July 1, 2006 through June 30, 2011, subsections A, B, C and D herein below shall apply. For additional services for the time period of July 1, 2011 through August 31, 2011 as provided under this Amendment I, CONTRACTOR shall be compensated a prorata amount equal to 2/12^{ths} of the annual payment set forth in subsection B herein below, as adjusted in accordance with subsection C herein below, together with all net collections for that two (2) month period less a seven percent (7%) processing fee subject to the terms and exclusions set forth in subsection D herein below.

4) Section VIII, Article XV shall be amended in its entirety to read as follows:

Article XV - Notice To Parties

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

**COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR**

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services 346-S0711 on the dates indicated below.

-- COUNTY OF EL DORADO --

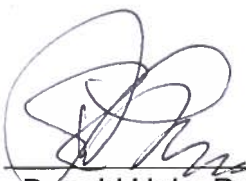
By: 
John R. Knight FIRST VICE-CHAIRMAN
Board of Supervisors
COUNTY

Dated: 6/28/11

Attest: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors


Deputy
Date 6/28/11

-- NORTH TAHOE FIRE PROTECTION DISTRICT --

By: 
~~Donald Hale, President~~ RICH LOVERDE
Board of Directors VICE PRESIDENT
CONTRACTOR

Dated: 6/27/11

Attest: Nita Wracker
Clerk of the Board, North Tahoe Fire Protection District


Date 6/27/11

346-S0711

CONTRACT
for
PREHOSPITAL ADVANCED LIFE SUPPORT SERVICES
AND
DISPATCH SERVICES

between

EL DORADO COUNTY
and
NORTH TAHOE FIRE PROTECTION DISTRICT

July 1, 2006

CONTRACT
for
PREHOSPITAL ADVANCED LIFE SUPPORT SERVICES
AND DISPATCH SERVICES

This Contract, made and entered into on July 1, 2006 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the North Tahoe Fire Protection District, (hereinafter referred to as "CONTRACTOR"), whose principal place of business (physical) is 300 North Lake Boulevard, Tahoe City, California 96145, (mailing) is Post Office Box 5879, Tahoe City, CA 96145.

WITNESSETH

WHEREAS, COUNTY provides prehospital Advanced Life Support services and dispatch services under a public utility model to the residents of the County of El Dorado, and COUNTY desires to ensure that when persons in El Dorado County request, or have dispatched, prehospital Advanced Life Support service be it for an emergency at a special event, or for routine medical transportation, they will receive a consistent level of service that meets or exceeds the minimum acceptable standards as established by the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; the California Emergency Medical Services Authority; the El Dorado County Emergency Medical Service and Medical Transportation Ordinance; and the medical control within the CONTRACTOR's local jurisdiction; and

WHEREAS, County Service Area No. 3 Tahoe West Shore Area was duly organized pursuant to the provisions of Section 25210.1 et. seq. of the Government Code of California, to make available to the property owners and residents ambulance services within that area, as authorized by Section 25210.4 (a)(8); and

WHEREAS, COUNTY desires to provide prehospital Advanced Life Support services and dispatch services through a contractual agreement with CONTRACTOR;

NOW, THEREFORE, in consideration of the recitals and the mutual obligation of the parties as expressed herein, both the COUNTY and CONTRACTOR do hereby expressly agree as follows:

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SECTION I – DEFINITIONS

For the purposes of this Contract, the following words and phrases shall have the meanings respectively ascribed to them by this Section.

1. 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 EMS 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 Federal Health Care Finance Administration.
2. 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. In the case of vehicles owned and operated by public agencies, ambulance must meet the same standards for construction, identification, mechanical integrity, equipment and supplies as required of private agencies by the California Highway Patrol.
3. Ambulance Billing means the business unit designated by or under contract to COUNTY to process and collect fees for ambulance service.
4. Ambulance Service means a licensed person or entity or a public agency that is specially trained, equipped, and staffed to provide ambulance transportation services, including providing care to ill or injured persons.
5. Arrival at the Scene means the time that an emergency response vehicle comes to a physical stop at an emergency scene (wheels stopped).
6. County means County of El Dorado, the political subdivision of the State of California. The Public Health Department through its local County EMS Agency is responsible for the direct oversight of prehospital emergency and non-emergency medical care in El Dorado County.
7. 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.
8. Designated Dispatch Center, for the purposes of this Contract, means the dispatch agency designated as the Command Center for the El Dorado County Service Area

No. 3 – Tahoe West Shore Area to dispatch and track requests for emergency medical services within that portion of El Dorado County.

9. 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 lay person; 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.
10. Emergency Medical Dispatcher (EMD) means a dispatcher trained and certified to provide patient care through the delivery of post-dispatch/pre-arrival instructions to assist the patient until prehospital care providers arrive at the scene.
11. 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.
12. 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 Public Health Department to issue permits to litter van and wheelchair van 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.
13. Emergency Medical Services (EMS) means the medical services provided in an emergency.
14. Emergency Medical Services Agency (EMS Agency) means the administrative agency designated through the Public Health Department by the El Dorado County Board of Supervisors pursuant to Health and Safety Code, Section 1797.200.
15. 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.
16. Emergency Medical Technician-I or 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

includes EMT-I-NA and EMT-IA. EMT-1's working in the Tahoe West Shore Area of El Dorado County must additionally be accredited according to standards established by the medical control within the CONTRACTOR's local jurisdiction.

17. Emergency Medical Technician-Paramedic or 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 the Tahoe West Shore Area of El Dorado must additionally be accredited according to standards established by the medical control within the CONTRACTOR's local jurisdiction.
18. Medical Director means the Medical Director for medical control within the Contractor's local jurisdiction.
19. 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.
20. Physician means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.
21. Prehospital Care Report (PCR) means the form approved by the medical control within the CONTRACTOR's local jurisdiction for the purpose of documenting all patient care for use in the CONTRACTOR's local jurisdiction.
22. Primary Response Area for the purposes of this contract means the zone of responsibility known as the Tahoe West Shore Area of El Dorado County Service Area No. 3.
23. 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).
24. Public Health Officer means the El Dorado County Public Health Officer.
25. Registered Nurse means an individual licensed by the State of California Board of Registered Nursing. (Note: Nurses originating from the state of Nevada who provide emergency medical transportation services across the California-Nevada border shall be licensed by the Nevada State Board of Nursing.)
26. Response Time means the time interval from 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 in the case of ambulance request the

presumptive patient condition as defined by EMD, and in the case of medical transportation the requested level of service, until the arrival at the scene of the emergency or pickup point, which is the time that an ambulance or medical transportation vehicle comes to a physical stop at the scene (wheels stopped).

27. 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.
28. Utilization Ratio means a measure of productivity. The unit hour utilization ratio is calculated by dividing the number of transports during a given period by the number of unit hours produced during the same period.
29. Unit Hour means a fully staffed, equipped, and available ambulance available for or involved in emergency medical response for one hour. For example, if a system operates one unit for 24 hours and transports 12 patients in that period, its unit hour utilization ratio would be 0.50.

SECTION II – GENERAL PROVISIONS

Article I - General Service Provisions

CONTRACTOR agrees to provide full service emergency and non-emergency prehospital Advanced Life Support services and dispatch services as described in this Contract, and the terms and conditions of the COUNTY's Emergency Medical Service and Medical Transportation Ordinance, as hereinafter amended.

A. Applicable Laws

CONTRACTOR shall provide services in accordance with applicable federal and State laws, statutes, regulations, policies and directives, local rules, regulations, ordinances and policies, and any changes or amendments thereto, including those described in this Contract.

For the purposes of this Contract, CONTRACTOR shall be subject to medical control or direction of the El Dorado County EMS Medical Director. CONTRACTOR shall comply with all policies, procedures, and field treatment protocols established by Sierra-Sacramento Valley EMS Agency.

B. Permits and Licenses

CONTRACTOR shall obtain and keep in force any and all permits and licenses required by the State of California and the medical control within the CONTRACTOR's local jurisdiction to operate each type of ambulance medical equipment including, but not limited to, the ambulances themselves.

C. Contractor Accountability

CONTRACTOR shall be directly accountable to the El Dorado County Public Health Department for Contract compliance issues and conformance with operational policy. CONTRACTOR shall be responsible to the medical control within the CONTRACTOR's local jurisdiction for such issues as medical control, accreditation, quality assurance, and other medical care related activities. On-line medical control has been delegated to the Base Hospital (Tahoe Forest Hospital) for day-to-day patient care oversight.

CONTRACTOR shall also be expected to cooperate fully with all other agencies during the course of the Contract, and to refer any requests for deviation from the terms of the Contract to the El Dorado County Director of Public Health.

D. Successors and Waivers

This Contract shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named. Waiver by either party or any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

E. Prior Contracts

All prior contracts regarding this subject matter between COUNTY and CONTRACTOR are hereby terminated as of the effective date of this Contract.

SECTION III – DISPATCH REQUIREMENTS

Article I – General Dispatch Provisions

CONTRACTOR shall provide or subcontract to provide one hundred percent (100%), twenty-four (24) hours per day, seven (7) days per week dispatch coverage and services for all Code-3, Code-2, Code-1, and scheduled Code-1 ambulance requests for service for the term of this Contract, in accordance with federal, State and local provisions, including but not limited to those outlined below.

- A. Dispatch facility shall hold current designation as primary or secondary Public Safety Answering Point (PSAP) by State of California.
- B. The designated Dispatch Center shall utilize and maintain a computer aided dispatch (CAD) system with specialized separate tracking of EMS and ambulance responses.

- C. CONTRACTOR shall provide a system of priority dispatch and pre-arrival instructions together with applicable quality assurance approved by the medical control for the CONTRACTOR's local jurisdiction. CONTRACTOR shall supply to the El Dorado County EMS Agency a copy of the pre-arrival instructions approved for the CONTRACTOR's local jurisdiction.

Article II – Dispatch Data Reporting

CONTRACTOR shall provide the following reporting information:

- A. Response time reports:
 - 1. Code-1 response times;
 - 2. Code-2 response times;
 - 3. Code-3 response times;
 - 4. Inter-facility response times;
 - 5. Dry-run reports.

Article III – Dispatch Personnel Requirements

CONTRACTOR shall provide or contract to provide Emergency Medical Dispatch (EMD) dispatcher(s) with the authority, expertise, and management skills to operate CONTRACTOR's System Status Management Plan including the following:

- A. Ensure that dispatchers are trained to provide patient care through the delivery of post-dispatch/pre-arrival instructions to assist the patient until prehospital care providers arrive at the scene;
- B. Manage EMS resources through proper interrogation and situation assessment by the dispatcher and provide patient care through the delivery of post-dispatch/pre-arrival instructions to assist the patient until prehospital care providers arrive at the scene;
- C. Provide operational plan management;
- D. Manage 9-1-1 non-urgent requests for service;
- E. Manage critical care transport requests for service.

Article IV – Record of Dispatch Call

Upon request of the County EMS Agency, CONTRACTOR shall provide from Dispatch Center copies of calls on cassette tape or other acceptable recordable media for quality assurance purposes. Tapes or other acceptable recordable media shall be delivered to the

Agency within five working days from receipt of written, including email, request to the CONTRACTOR Fire Chief.

SECTION IV – PRIMARY RESPONSE AREA

This Contract is for prehospital Advanced Life Support (ALS) and dispatch services for the El Dorado County Primary Response Area known as CSA No. 3 Tahoe West Shore Area, and specifically the Primary Response Area as identified on Appendix A. CONTRACTOR agrees to provide the services required by this Contract from the Homewood station.

CONTRACTOR shall be responsible for providing prehospital Advanced Life Support (ALS) services for all requests for ALS service received from any person or any agency in the Primary Response Area and dispatched through the designated dispatch center.

CONTRACTOR is responsible to respond to 100% of the emergency and non-emergency prehospital Advanced Life Support calls that are dispatched by the designated dispatch center that originate within the Primary Response Area. When all vehicles in service are committed, mutual aid request provisions shall be followed.

CONTRACTOR shall be authorized to make ambulance calls into the Primary Response Area when requested by the designated dispatch center. The COUNTY reserves the right to allow ambulances other than those belonging to CONTRACTOR to cross zones of responsibility where deemed necessary for the most efficient response to calls.

In the event the COUNTY determines that public necessity requires admission of another ambulance company into the Primary Response Area, CONTRACTOR shall be notified of the contemplated changes and the reasons therefore. Contractors serving said zone or zones of responsibility shall have the first opportunity to satisfy any additional needs and requirements.

SECTION V – STANDARDS OF SERVICE FOR PREHOSPITAL ALS SERVICES

The standard of service for this contract is: prehospital services provided by ambulances and vehicles appropriately staffed and equipped to the Advanced Life Support level which respond within defined Response Time standards pursuant to the requirements established by the COUNTY and articulated in this Contract.

Clinical performance shall be consistent with approved local medical standards and protocols within the CONTRACTOR's local jurisdiction.

Article I – Emergency Medical Standards and Requirements

- A. CONTRACTOR shall provide prehospital Advanced Life Support service response on a continuous twenty-four (24) hour per day basis.

- B. CONTRACTOR shall at all times meet the requirements set forth by the California Highway Patrol; the California Vehicle Code; the State of California Health and Safety Code; the State of California Emergency Medical Services Authority; the California Code of Regulations; the County Emergency Medical Service and Medical Transportation Ordinance; the Policies, Procedures and Field Treatment Protocols established by the medical control within the CONTRACTOR's local jurisdiction; and any and all other applicable statute, ordinance, and resolution regulating prehospital Advanced Life Support services provided under this Contract, including but not by way of limitation, personnel, vehicles, equipment, services, and supplies. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.
- C. CONTRACTOR shall not advertise itself 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 5.

Article II - System Designations

- A. The designated Base Hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798.000 through and including Section 1798.104. The designated Base Hospital for County Service Area No. 3 Tahoe West Shore Area is the Tahoe Forest Hospital located in Truckee, California.
- B. The designated Dispatch Center for County Service Area No. 3 Tahoe West Shore Area is the Placer County Sheriff's Office Dispatch Center. CONTRACTOR shall respond to requests for prehospital Advanced Life Support services from the designated Dispatch Center.

Article III - System Status Management

- A. CONTRACTOR shall implement services under this Contract as a part of the emergency medical response system within the designated Primary Response Area, and adhere to a System Status Management Plan developed by CONTRACTOR and reviewed by the County EMS Agency. Such plan shall be in place at all times during the term of this Contract. CONTRACTOR shall submit to the County EMS Agency for review and comment any proposed material or permanent changes to the System Status Management Plan for the Primary Response Area at least fifteen (15) days in advance of implementation of any proposed changes.
- B. CONTRACTOR may be required to revise its System Status Management Plan, deployment plan, crew hours or additional ambulance hours when a crew or individual is being constantly overworked.

1. The System Status Management Plan shall be revised when an individual works in excess of four 24-hour periods. Any exceptions due to extenuating circumstances shall be reported in writing within 72 hours to the County EMS Agency.
2. 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 the System Status Management Plan any time the ratio of transports to unit-hour production exceeds 0.40 UHU, and will recommend remedial corrections to Plan.

Article IV - Changing Service Demand Levels

In the event that the service demand level significantly changes during the period of the Contract, and such change requires CONTRACTOR to materially adjust the amount of ambulance coverage, the COUNTY shall negotiate appropriate revisions with CONTRACTOR to reflect such adjustments. CONTRACTOR shall not decrease the service coverage without written consent of the COUNTY.

Article V – Emergency Medical Service Requirements

- A. Ambulances shall transport each patient in need of or requiring transport to the designated Base Station Hospital or as directed by on-line medical control at the Base Station Hospital.
- B. CONTRACTOR shall promptly respond an ambulance to the emergency call, or 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 CONTRACTOR's System Status Management Plan.
- C. In the event that an ambulance is unable to respond to a request for ambulance service, the ambulance crew shall immediately notify the designated Dispatch Center.
- D. Ambulance crew shall notify the Base Hospital and give a report on patient status, treatment given, and estimated time of arrival. CONTRACTOR 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.
- E. CONTRACTOR shall ensure that personnel shall be familiar with local geography throughout the Primary Response Area.
- F. CONTRACTOR shall allow inspections, site visits or ride-alongs at any time by County EMS Agency staff, with adequate notice, for purposes of Contract compliance and medical quality assurance. This section does not override the COUNTY's rights and responsibilities under Title 22 to perform unannounced site

visits. The COUNTY will respect due process in regards to employee rights when conducting an investigation.

- G. COUNTY does not prohibit ambulance personnel from engaging in other emergency-related activities such as fire suppression or high-angle rescue if and only if it does not detract from or delay systemwide ambulance availability.

Article VI - Personnel Requirements

- A. Upon request, CONTRACTOR shall furnish to the COUNTY a list of ambulance personnel, including trainees, who provide services under this Contract, and such information regarding their training and qualifications as COUNTY deems necessary.
- A. CONTRACTOR shall maintain a minimum staffing level of not less than one (1) EMT-1 and one (1) EMT-Paramedic for each in-service ambulance.
- B. CONTRACTOR shall ensure that all Paramedic personnel are licensed by the State of California and accredited according to requirements established by the medical control for the CONTRACTOR's local jurisdiction. 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. CONTRACTOR shall ensure compliance with all EMT-I 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 policies, procedures and field treatment protocols established by the medical control within the CONTRACTOR's local jurisdiction are followed.
- C. In the case of Critical Care Transport (CCT) Ambulance, each CCT ambulance shall be staffed with a minimum of one EMT-1 and one registered nurse qualified at the appropriate level or a physician to provide critical care during transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.
- D. CONTRACTOR 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.
- E. CONTRACTOR shall ensure that all personnel shall be physically and mentally fit to serve in the prehospital care capacity. No intoxicating substance shall be used while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.
- F. CONTRACTOR shall designate an on-duty or on-call management or supervisory staff, available at all times, who is authorized to act on behalf of CONTRACTOR in all operational matters. The dispatch agency shall at all times be advised and have available the contact information for the designated staff.

- G. CONTRACTOR shall provide a single point liaison to COUNTY for communication regarding Contract fulfillment. In the event that the single point liaison is unavailable, the CONTRACTOR's communication chart shall be utilized.
- H. CONTRACTOR shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; and City and County staff.
- I. CONTRACTOR shall ensure professional and courteous conduct at all times from all personnel, office personnel, field supervisors, middle management, officers and executives.
- J. CONTRACTOR shall ensure safe and sanitary living quarters for on-duty personnel.

Article VII - Equal Opportunity Employer

CONTRACTOR 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 CONTRACTOR that all employees, personnel 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 shall 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., shall also be administered without discrimination. Equal employment opportunity shall 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.

Article VIII - Training Requirements

- A. CONTRACTOR 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 CONTRACTOR.
- B. CONTRACTOR shall cooperate with Meeks Bay Fire Protection District in cross training as appropriate to ensure smooth operational procedures.

Article IX - Community Education

CONTRACTOR 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.

Article X - Quality Improvement/Quality Assurance

- A. CONTRACTOR 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 services required in this Contract. The program shall be reviewed and approved by the County EMS Agency.
- B. CONTRACTOR shall cooperate fully in supplying all requested documentation to both the Base Hospital and the County EMS Agency.

Article XI - Response Time Standards

- A. Response Time Definition

For purposes of Contract performance and monitoring, response time is defined as the time interval from the moment that the ambulance crew is first made aware of the call back number, the address of the patient or passenger, the presumptive patient condition as defined by EMD, and the requested level of service until the arrival at the scene of the emergency or pickup point, which is the time that the responding vehicle comes to a physical stop at the scene (wheels stopped).

Responses to requests for emergency ambulance service originating from within the Primary Response Area shall meet the following Response Time standards. The Response Zones are defined in Appendix A.

- B. Response Time Standards

The response performance requirements are divided into the following areas according to the United States Census Bureau:

Area	Population Per Square Mile
Urban	1,000 or greater
Semi-Rural	100 to 999
Rural	10 to 99
Wilderness	less than 10

C. Maximum Response Times

For emergency ambulance responses, the COUNTY requires and CONTRACTOR shall meet established COUNTY maximum response time(s):

Area	Response Time	Compliance Percentage
Semi-Rural/Rural	20 minutes	90%
Wilderness	as soon as possible	N/A

CONTRACTOR shall be 100% compliant to these response time requirements.

D. Ambulance Reaction Time Requirement

CONTRACTOR shall ensure that all ambulance responses are enroute within one minute (00:01:00) during the hours of 0700 to 2200 and within two minutes (00:02:00) during the hours of 2200 to 0700 from the time of completion of the dispatched request for response.

E. Mechanical Breakdown

If an ambulance has a mechanical breakdown enroute to a call, the response time shall be measured from the time of receipt of a request from the designated Dispatch Center to dispatch an ambulance unit to the time that the replacement ambulance arrives on scene, which is the time that an ambulance comes to a physical stop at an emergency scene (wheels stopped).

F. Acceptable Response Time Exceptions

The exception shall have been a substantial factor in producing a particular excessive response time. Good cause for an exception as determined in the sole discretion of the COUNTY may include but not be limited to the following:

- (1) Disaster and mutual aid situation (mutual aid shall not be chronically used to avoid response time requirements);
- (2) Additional units responding to large multi-casualty incident situations requiring more than two ambulances;
- (3) Incorrect or inaccurate dispatch information received at a 9-1-1 PSAP, public safety agency or other direct source;
- (4) Material change in dispatch location;
- (5) Unavoidable communications failure;
- (6) Inability to locate address due to non-existent address;
- (7) Inability to locate patient due to patient departing the scene provided that the unit has arrived at the originally dispatched location within the response time standard;

- (8) Delays caused by extraordinary adverse traffic conditions;
- (9) Delays caused by road construction and/or closure;
- (10) Unavoidable delays caused by off-paved-road locations;
- (11) Severe weather conditions including dense fog, snow or ice;
- (12) Delays attributable to the COUNTY and not due to CONTRACTOR including an inventory audit;
- (13) Delays attributable to geographic location.

Article XII - Mutual Aid Requests

In the course of rendering mutual aid services, CONTRACTOR shall be exempt from the response time standards otherwise imposed by this Contract.

CONTRACTOR 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.

Article XIII - Disaster/Multicasualty Incident Requirements

- A. CONTRACTOR shall cooperate with COUNTY 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. CONTRACTOR shall have a disaster response and personnel call-back plan on file with the El Dorado County EMS Agency.
- C. During declared disasters or large-scale multicasualty incidents, CONTRACTOR shall be exempt from all responsibilities for response-time performance until notified by the COUNTY.
- D. During the course of a disaster or large-scale multicasualty incident, CONTRACTOR shall use best efforts to provide Code-3, Code-2 and Code-1 service coverage to the assigned Primary Response Area while suspending scheduled Code-1 service upon notification of such by the County EMS Agency Administrator or designee.

SECTION VI – EQUIPMENT AND SUPPLY REQUIREMENTS

Article I - Ambulance Vehicles

CONTRACTOR will be responsible to provide the ambulance vehicle(s) necessary for the provision of the services required in this Contract.

Article II - Drugs and Medical Supplies

CONTRACTOR shall possess and agree to maintain adequate drug and solution inventory, drugs, and supplies in compliance with the medical control within the CONTRACTOR's local jurisdiction.

Article III - ALS Medical Equipment

- A. CONTRACTOR will be responsible to provide the medical equipment necessary for the provision of the services required in this Contract.
- B. Standards for medical equipment shall be in compliance with the standards established by the medical control within the CONTRACTOR's local jurisdiction as required for the level of service being provided. CONTRACTOR shall be charged with knowledge of those standards.
- C. Vehicles, equipment and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.
- D. 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 any time when a reserve ambulance unit is used to provide the services required by this Contract, the unit shall comply with all equipment requirements as specified in this Contract.

Article IV – Vehicle and Equipment Maintenance and Repair

- A. Under this Contract, CONTRACTOR shall be responsible for securing all maintenance of vehicles, on-board equipment, and facilities used by CONTRACTOR in performance of this work. CONTRACTOR shall establish a record-keeping system for the maintenance program, including problem pattern analyses and vehicle and equipment maintenance histories and costs, and make these records available to COUNTY upon request.
- B. CONTRACTOR shall arrange for all vehicles and electronic and communications equipment to be included in a preventive maintenance program.
- C. CONTRACTOR shall be responsible for any maintenance and repairs on the equipment utilized by CONTRACTOR, which shall include, but not be limited to, ambulance vehicles, communications equipment, and electronic medical equipment (monitors and defibrillators).

Article V - Communications Equipment

CONTRACTOR shall meet the following standards for communications equipment:

- A. 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 shall be monitored by the County EMS Agency. (No private ambulance system telephone access number shall exist for emergency dispatch.)
- B. Provide and maintain a tone-encoded voice emergency alerting device(s) on the UHF Med Net frequencies for each ambulance operated under this Contract;
- C. Ensure that a sufficient number of radios are available for replacement in the event of breakdown, maintenance, and disaster operations;
- D. Provide emergency alerting devices for off-duty personnel who agree to carry one for the purposes of system recall;
- E. Ensure that each ambulance is equipped with a communications unit capable of transmitting on UHF Med 1 to Med 10;
- F. Provide and maintain cellular telephones for Base Hospital contact in the event of Med-Net failure;
- G. Provide all necessary radio equipment to fulfill the requirements of this Contract;
- H. Ensure the availability of all required radio frequencies, related FCC licenses, and repeaters.

SECTION VII – DATA COLLECTION AND REPORTING REQUIREMENTS

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

Article I – Prehospital Patient Care Report/Billing Forms

- A. CONTRACTOR's personnel shall utilize the El Dorado County "Prehospital Care Report" (PCR) for all emergency and non-transport.
- B. In the future, CONTRACTOR may be required by El Dorado County EMS Agency to provide all patient care records in an electronic format. Any such requirement requested by COUNTY shall be negotiated with CONTRACTOR prior to implementation.
- C. The PCR 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 Agency Policy: *"Documentation 2 - Medic Unit Prehospital Care Report Form"*. Any future revisions to this policy shall be used in reference to this Contract. It is the responsibility of CONTRACTOR to be familiar with the most current version

of the El Dorado County EMS Agency Policy and Procedure Manual, which shall be provided by COUNTY to CONTRACTOR and updated as necessary.

- D. CONTRACTOR's personnel shall perform due diligence to obtain and transmit all required billing and patient care information. If circumstances arise which limit the availability of patient information, billing information, and associated information, CONTRACTOR shall exercise such due diligence timely to obtain the required information and submit it to COUNTY. CONTRACTOR personnel shall adhere to the requirements of the current El Dorado County EMS Agency Policy: *"Documentation 2 - Medic Unit Prehospital Care Report Form"*.
- E. Ambulance Billing shall notify the CONTRACTOR of failure to adequately complete a PCR. CONTRACTOR shall take the necessary action to correct the omission/error situation. Ambulance Billing personnel shall provide reports no less than monthly to CONTRACTOR to help identify personnel in need of additional training.
- F. Upon receipt of notification from Ambulance Billing of missing or incomplete items of billing or patient care information, CONTRACTOR shall have five business days in which to furnish the required information to Ambulance Billing. This reporting timeline may reasonably be adjusted by the El Dorado County EMS Agency Administrator according to the sensitivity and urgency of required information.
- G. In as much as CONTRACTOR performs ambulance services on behalf of COUNTY and an exchange of Protected Health Information (PHI) will occur between CONTRACTOR and COUNTY, CONTRACTOR agrees to faithfully distribute to patient the El Dorado County Notice of Privacy Practices, to be supplied by COUNTY, before the first delivery of service for all non-emergency transfers and dry runs with patient contact, where services were provided to patient. All Notices of Privacy Practices for emergency transfers will be mailed by El Dorado County Ambulance Billing as soon as practical following the provision of services.

Article II - Incident Report

CONTRACTOR shall furnish its personnel with Incident Report forms, and shall ensure that its personnel understand and utilize such forms. CONTRACTOR shall notify the County EMS Agency within 24 hours if a sentinel event occurs in the Primary Transport Area, i.e., injury to patient, crew or public, or violent or high profile incident; copies shall be furnished monthly for non-sentinel events. The Incident Report information shall be in a format mutually agreed upon between the COUNTY and CONTRACTOR.

A. Mutual Aid Received or Provided

CONTRACTOR shall document each occurrence of Mutual Aid emergency medical response into the Primary Response Area by an out-of-area ambulance service entity on an Incident Report 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

CONTRACTOR 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 CONTRACTOR feel should be documented but are not appropriate to include on the PCR should be included on the Incident Report. 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

CONTRACTOR shall document vehicle failure above and beyond usual scheduled maintenance and repairs and ambulance vehicle accidents that could potentially have a detrimental effect on patient care issues in the Primary Response Area.

Article III - Response Time Reporting

A. Ambulance Response Time Report

CONTRACTOR shall submit a monthly report on all emergency medical response times. Such report shall include data identifying the Incident Number, Date, Unit Number, Response Mode (Code-2 or Code-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 in electronic, tab-delineated format.

B. Response Time Exception Report

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) CONTRACTOR shall submit a Response Time Exception Report in a form acceptable to County EMS Agency. 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 the County EMS Agency for the previous calendar month of service on a monthly basis.

C. Response Time Review

The County EMS Agency shall review all Response Time Reports and Response Time Exception Reports monthly. The County EMS Agency shall submit a letter of concurrence or non-concurrence to CONTRACTOR monthly. If CONTRACTOR is not in concurrence with the County EMS Agency letter, the County EMS Agency and CONTRACTOR shall meet to discuss and to clarify the issues and seek

resolution and concurrence. If non-concurrence continues to exist, COUNTY may invoke the minor breach provisions.

Article IV - Transmittal of Data and Reports

CONTRACTOR shall be responsible to ensure that all information is provided to the COUNTY in a timely manner as indicated throughout this Contract.

SECTION VIII – CONTRACT REQUIREMENTS

Article I - County Operational Policies

CONTRACTOR shall be responsible to comply with all operational policies and standards currently articulated in this Contract; the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; the California Emergency Medical Services Authority; the El Dorado County Emergency Medical Service and Medical Transportation Ordinance; and the medical control within the CONTRACTOR's local jurisdiction.

Article II - Non-Competition

CONTRACTOR, or any principal of CONTRACTOR, or any employee thereof, shall be prohibited from engaging in any enterprise that effectively results in competition for emergency and non-emergency ambulance services of any kind within the Primary Response Area as described in this Contract.

Article III - On-Scene Collections

Ambulance personnel shall not request nor receive payment for any services provided pursuant to this Contract, nor shall they quote charges to the patient or any other concerned individuals, or extend promises for special treatment regarding billable charges. CONTRACTOR shall provide ambulance billing rate forms to ambulance personnel, and personnel may make these forms available to individuals upon request.

Article IV - Market Rights and EMS Aircraft Services

County Service Area No. 3 Tahoe West Shore Area is a non-exclusive operating area under the COUNTY's State confirmed EMS Plan. COUNTY reserves its rights to take any and all appropriate action, and to exercise its discretion with regard to any other public or private emergency and non-emergency medical transporters. The COUNTY reserves the right to utilize public or private EMS aircraft services as defined in Title 22, Chapter 8, Article 1, Section 100279, if such utilization is in the best interest of the public.

Article V - Lame Duck Provisions

In the event that another contractor is chosen to provide services at the conclusion of this Contract, the COUNTY recognizes that CONTRACTOR, for a period of several months,

may be operating as a "lame duck" operator. During such a period of time, CONTRACTOR shall continue all operations to the best of CONTRACTOR's ability prior to the award of contract to a new contractor, and CONTRACTOR shall be prohibited from making any changes in CONTRACTOR's methods of operation which could reasonably be considered to be aimed at cutting CONTRACTOR's operating costs to maximize profits during the final stages of the Contract.

The COUNTY recognizes that, if a new contractor is awarded the contract in a subsequent procurement cycle, CONTRACTOR may reasonably begin to prepare for transition of service to the new contractor during the "lame duck" period, and the COUNTY shall not unreasonably withhold its approval of any CONTRACTOR request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, and other activities, so long as such transition activities do not impair performance of CONTRACTOR below the minimum standards specified in this Contract.

Article VI - Subcontractors

COUNTY acknowledges that CONTRACTOR is a single point of contracting for the provision of prehospital Advanced Life Support and dispatch services.

Article VII - Term

The term of this Contract is July 1, 2006 through June 30, 2011.

Article VIII – Patient Billing, Collection and Payment of Claims

- A. COUNTY agrees to bill patient(s) for service based on the most current adopted Ambulance Rate Schedule approved by Resolution of the El Dorado County Board of Supervisors as shown in Appendix B, incorporated herein and made a part hereof, and as amended from time to time.

Article IX - Compensation for Services

- A. CONTRACTOR acknowledges and agrees that this Contract is funded from specified identified CSA No. 3 Tahoe West Shore funding sources which are limited from year to year, and which may fluctuate from year to year, depending on the nature of the funding source.
- B. For services provided herein, COUNTY agrees to pay CONTRACTOR a semi-annual lump sum payment (December 1st and June 1st) of sixty-five thousand dollars (\$65,000.00) all inclusive, for all services including but not limited to dry run charges and/or non-payment of bills by users of service, and waiting time charges for those cases when the ambulance is detained at the scene by a designated official. Notwithstanding the aforementioned, in no event shall COUNTY be obliged to exceed the maximum funds received from fees assessed to improved and unimproved parcels within the Tahoe West Shore Area of County Service Area No.

3 and an annually approved funding amount from CSA #3 for services to the Response Zone 2 area of the Primary Response Zone.

- C. Compensation past the initial annual term of this Contract of July 1, 2006 to June 30, 2007 shall be subject to adjustments based upon increases or decreases in the Consumer Price Index (CPI), for all urban wage earners and clerical workers, for the San Francisco/ Oakland area published by the United States Department of Labor Bureau of Labor Statistics (CPI-W), or successor index. After the initial annual term of July 1, 2006, to June 30, 2007, compensation for the services rendered shall be adjusted by the increase or decrease in the CPI for the previous one year as of April prior to succeeding year on an annual basis and thereafter.
- D. COUNTY agrees to pay CONTRACTOR on a quarterly basis all net collections received by COUNTY for ambulance services provided by CONTRACTOR to the Tahoe West Shore Area less a 7% processing fee. Adjustments to a previous quarterly payment may be made in a subsequent quarterly invoice for additional patient payments received or reimbursements to a patient for overpayment. Each fiscal year's receivables will be tracked for fifteen (15) months beyond year end close. Any payments received after that time will revert to CSA No. 3. COUNTY and CONTRACTOR further agree that in the event actual costs to COUNTY would exceed 7% of collections, parties shall renegotiate the terms of this paragraph.

Article X - Changes to Contract

This Contract 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.

Article XI - Assignment and Delegation

CONTRACTOR is engaged by COUNTY for their unique qualifications and skills as well as those of their personnel. CONTRACTOR shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other entity without prior written consent of COUNTY. Any material change in control of the CONTRACTOR shall be considered a form of assignment of the Contract, and must be approved by the El Dorado County Board of Supervisors.

Article XII - Independent Contractor Liability

CONTRACTOR 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 Contract. CONTRACTOR 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 Contract during the course and scope of their employment.

CONTRACTOR shall be responsible for performing the work under this Contract in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and

negligent acts of its employees. COUNTY shall not be charged with responsibility of preventing risk to CONTRACTOR or its employees.

Article XIII - Fiscal Considerations

The parties to this Contract recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18, of the California Constitution and other similar fiscal and procurement laws and regulations, and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY shall adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Contract to the contrary, COUNTY shall give notice of cancellation of this Contract in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Contract. Upon the effective date of such notice, this Contract shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the El Dorado County Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the COUNTY, this Contract may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Article XIV - Nondiscrimination in Services, Benefits, and Facilities

- A. CONTRACTOR certifies under the laws of the State of California that CONTRACTOR 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 129000 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 Contract, 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 Contract; 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.

Article XV - Notice to Parties

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, Certified, Return Receipt Requested.

Notices to COUNTY shall be in duplicate and addressed as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

NORTH TAHOE FIRE PROTECTION DISTRICT
POST OFFICE BOX 5879
TAHOE CITY, CA 96145
ATTN: DUANE WHITELOW, CHIEF

or to such other location as CONTRACTOR directs.

Article XVI - Indemnity

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

Article XVII - Insurance

CONTRACTOR shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that CONTRACTOR maintains insurance that meets the following requirements set forth hereinafter:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$5,000,000 is required on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR's business.
- D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$5,000,000 per occurrence.
- E. CONTRACTOR shall furnish a certificate of insurance satisfactory to the County Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the County Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the County Risk Management Division.
- G. CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, CONTRACTOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the County Risk Management Division, and CONTRACTOR agrees that no work or services shall be performed prior to the giving of such approval. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under

this Contract are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

- I. CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Contract.
- N. In the event CONTRACTOR cannot provide an occurrence policy, CONTRACTOR shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Contract.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the County Risk Management Division, as essential for protection of the COUNTY.

Article XVIII – HIPAA

Under this Agreement, CONTRACTOR shall provide services to COUNTY, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to CONTRACTOR for the purposes of carrying out its obligations. CONTRACTOR agrees to comply with all the terms and conditions of Appendix C, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

SECTION IX – DEFAULT/BREACH, TERMINATION, AND CANCELLATION

Article I - County Review Process

- A. The COUNTY through its County EMS Agency shall review and monitor the operation of this Contract to assess whether CONTRACTOR fulfills its obligations hereunder.
- B. The County EMS Agency may, on a quarterly basis, review with CONTRACTOR compliance to the conditions of this Contract, and shall render an opinion on the level of compliance to this Contract. In the event that CONTRACTOR is found to be in non-compliance, the rights and obligations of the parties shall be determined as set forth in this Article.
- C. The County EMS Agency may issue an annual or more frequent report to the El Dorado County Board of Supervisors on Contract compliance to all critical elements within this Contract. In addition, the County EMS Agency may issue a quarterly (or more frequent) report to CONTRACTOR regarding performance under this Contract. The report shall make recommendations to improve operations, and shall list violations, and make recommendations to eliminate violations under this Contract. The County EMS Agency shall file such reports with the North Tahoe Fire Protection District Board, and CONTRACTOR shall use its best efforts to ensure County EMS Agency agenda requests are promptly placed on the North Tahoe Fire Protection District Board's agenda.
- D. The County EMS Agency Administrator, upon continuing review of this Contract, may recommend changes to this Contract to the Director of Public Health for the Director's consideration. The Director of Public Health shall independently review any recommendations presented to the Director by the County EMS Agency Administrator, and determine whether the recommended changes, modifications or adjustments are warranted and should be forwarded to the El Dorado County Board of Supervisors. In the event that the Director of Public Health determines that changes are deemed necessary, the Director of Public Health shall notify CONTRACTOR of the recommended changes and solicit comment from CONTRACTOR prior to submission to the Board of Supervisors for approval and/or funding.

Article II - Minor Breach of Contract

Minor breach shall mean failure to fulfill any of the terms and conditions of this Contract for which failures are not already provided for, and which failures do not amount to a major breach of the Contract as that term is defined herein. When the County EMS Agency Administrator has determined that a minor breach has occurred, CONTRACTOR shall be given notice of the alleged breach by U.S. mail, postage prepaid, return receipt requested, and will have fifteen (15) days after receipt of notice to resolve the breach or otherwise respond to the allegations of breach. If the breach has not been cured within fifteen (15) days following the notice to CONTRACTOR, a complaint may be made by the County EMS

Agency Administrator to the Director of Public Health, who shall have the full and final authority to review the complaint, issue a determination, and, where appropriate, direct adjustments to be implemented so long as the adjustments do not result in any significant increased unbudgeted costs.

Article III - Major Breach of Contract

Conditions and circumstances which shall constitute a major breach of Contract by CONTRACTOR shall include, but not be limited to, the following:

- A. Failure to provide the prehospital Advanced Life Support services in a manner which enables COUNTY and CONTRACTOR to remain in substantial compliance with the requirements of the applicable federal and State laws, rules and regulations, and with the requirements of local ordinance(s), medical control within the CONTRACTOR's jurisdiction, and related rules and regulations. Minor infractions of such requirements as determined by the Director of Public Health shall not constitute a major breach of this Contract.
- B. Willfully substantiated falsification of data or information supplied to COUNTY during the course of operations, patient care report data, response time data, financial data, or willful downgrading of presumptive run code designations to enhance CONTRACTOR's apparent performance, or falsification of any other data required under this Contract.
- C. Failure to develop, maintain and/or comply with CONTRACTOR's approved System Status Management Plan for ambulance deployment.
- D. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance.
- E. Multiple minor breaches the cumulative effect of which is deemed a major breach, or any unremedied failure to comply with vehicle and equipment maintenance programs, or to maintain equipment in accordance with good maintenance practices, for which the Director of Public Health has notified CONTRACTOR of the noncompliance.
- F. Willful attempts by CONTRACTOR to intimidate or otherwise punish employees who file authenticated reports with COUNTY as to matters of CONTRACTOR's breach of this Contract.
- G. Multiple and unremedied failures of CONTRACTOR's employees and personnel to conduct themselves in a professional and courteous manner, and to present a professional appearance.
- H. Failure to cooperate with and assist COUNTY after a major breach has been declared and confirmed by the El Dorado County Board of Supervisors, as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond CONTRACTOR's reasonable control.

- I. Failure to comply with response time requirements outlined in this Contract for three consecutive months, or four months out of any calendar year, shall be considered major breach of Contract.
- J. Multiple minor breaches for failure to provide required monthly response data.
- K. Failure to maintain in force throughout the term of this Contract, including any extensions thereof, the insurance coverage required herein.

Article IV - County Major Breach

Conditions and circumstances which shall constitute a major breach of the Contract by COUNTY are failure to pay CONTRACTOR for services rendered in accordance with this Contract.

Article V - Notice Provisions For Major Breach

- A. If it appears that any of the conditions or circumstances set forth above exist or have occurred, then either party complaining of a breach shall notify the other by U.S. mail, postage prepaid, return receipt requested. The written notice complaining of breach shall specify the facts and circumstances that have occurred, and specify the breach in sufficient detail to allow the other party to identify the issues involved. CONTRACTOR shall be notified through its designated Contract Administrator, and the COUNTY through its County EMS Agency Administrator.
- B. The party receiving the notice must respond in writing to the other, through their respective Contract Administrators and within seven (7) days of receipt of notice of major breach.
- C. Upon receipt of the response, if a party is in disagreement with the finding of breach, it may file a formal complaint with the Director of Public Health within seven (7) days of the receipt of the response.
- D. Nothing in this section shall be construed as preventing the COUNTY from acting under Section XII, Item 1, Expedited Takeover Process, pursuant to this Contract.

Article VI - Appeal to the Director of Public Health

- A. If no formal complaint is taken, there shall be deemed to be no breach of the Contract.
- B. If a formal complaint is taken, the Director of Public Health shall consider all relevant evidence and materials submitted.
- C. The decision of the Director of Public Health shall be in writing, and copies shall be given to CONTRACTOR and all interested parties.

Article VII - Appeal to the El Dorado County Board of Supervisors

- A. CONTRACTOR or grieving party may appeal in writing the findings by the Director of Public Health of major breach as defined within this Contract if such appeal is received by the office of the El Dorado County Board of Supervisors, by U.S. mail, postage prepaid, return receipt requested, within seven (7) days of CONTRACTOR's receipt of decision of the Director of Public Health.
- B. If no appeal is taken within the seven (7) day time frame, the decision of the Director of Public Health is final.
- C. When such matters are appealed to the El Dorado County Board of Supervisors, the Board of Supervisors may conduct a hearing to consider such evidence, testimony, and argument as may reasonably be presented, and shall render its written findings and decision to uphold, modify, or overturn the Director of Public Health's decision.
- D. If the Board of Supervisors finds that the public health and safety would be endangered by allowing CONTRACTOR to continue its operations under this Contract, it shall declare this Contract terminated and commence action to effect an immediate takeover by COUNTY of CONTRACTOR operations.

If the Board of Supervisors finds that a major breach has occurred but that the public health and safety would not be endangered by allowing CONTRACTOR to continue its operations, then the Board of Supervisors may advise the Director of Public Health to take such other actions, short of termination and takeover, as it deems appropriate under the circumstances.

- E. The findings and decision of the Board of Supervisors shall be final and shall be appealable only to the El Dorado County Superior Court pursuant to California Code of Civil Procedure Section 1094.5, and as provided by law.

SECTION X – ADDITIONAL STIPULATIONS

Article I - Final Authority

Except as provided by law, the El Dorado County Board of Supervisors shall be the final authority for COUNTY.

Article II - Interest of Public Official

No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be provided by CONTRACTOR under this Contract shall participate in or attempt to influence any decision relating to this Contract which affects his/her 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 COUNTY have any interest, direct or indirect, in this Contract or the proceeds thereof.

Article III - Interest of Contractor

CONTRACTOR covenants that CONTRACTOR presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Contract except as to contracts with member fire districts and public agencies; or, 2) any other entities connected with or directly affected by the services to be performed by this Contract. CONTRACTOR further covenants that in the performance of this Contract no person having any such interest shall be employed by CONTRACTOR.

Article IV - California Residency (Form 590)

All independent contractors providing services to the COUNTY 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. CONTRACTOR shall be required to submit a Form 590 prior to execution of a Contract or COUNTY shall withhold seven (7) percent of each payment made to CONTRACTOR during the term of the Contract. This requirement applies to any contract exceeding \$1,500.00.

Article V – Taxpayer Identification / Form W-9

CONTRACTOR's Taxpayer Identification Number is 68-0299709. CONTRACTOR 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 Contract.

Article VI - Venue

Any dispute resolution action arising out of this Contract, 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. CONTRACTOR waives any removal rights it might have under Code of Civil Procedure Section 394.

Article VII - Year 2000 Compliance

CONTRACTOR agrees that hardware and software developed, distributed, installed, programmed or employed as a result of this order shall comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four digit year.

Upon written notification by the COUNTY of any hardware or software failure to comply with ISO 9000 date format, CONTRACTOR shall replace or correct the failing component with compliant hardware or software immediately, at no cost to COUNTY.

Article VIII - Administrator

The COUNTY Officer or employee with responsibility for administering this Contract is Gayle Erbe-Hamlin, Director of Public Health, or her successor.

Article IX - Authorized Signatures

The parties to this Contract represent that the undersigned individuals executing this Contract 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.

Article X - Partial Invalidity

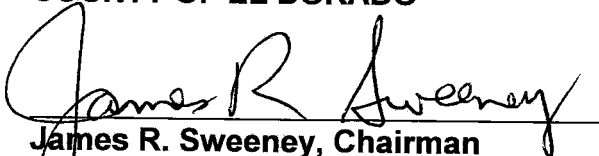
If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

Article XI - Entire Contract

This document and the documents referred to herein or appendices hereto are the entire Contract 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 Contract the day and year first below written.

COUNTY OF EL DORADO

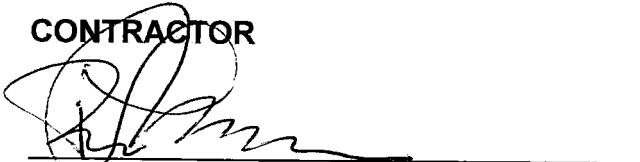

James R. Sweeney, Chairman
El Dorado County Board of Supervisors

6/27/06
Date

ATTEST
Cindy Keck, Clerk


By:  Date: 6/27/06
Deputy Clerk

CONTRACTOR


~~Russell Potts, President~~
North Tahoe Fire Protection District Board of Directors
Rich Loverde, Vice-President

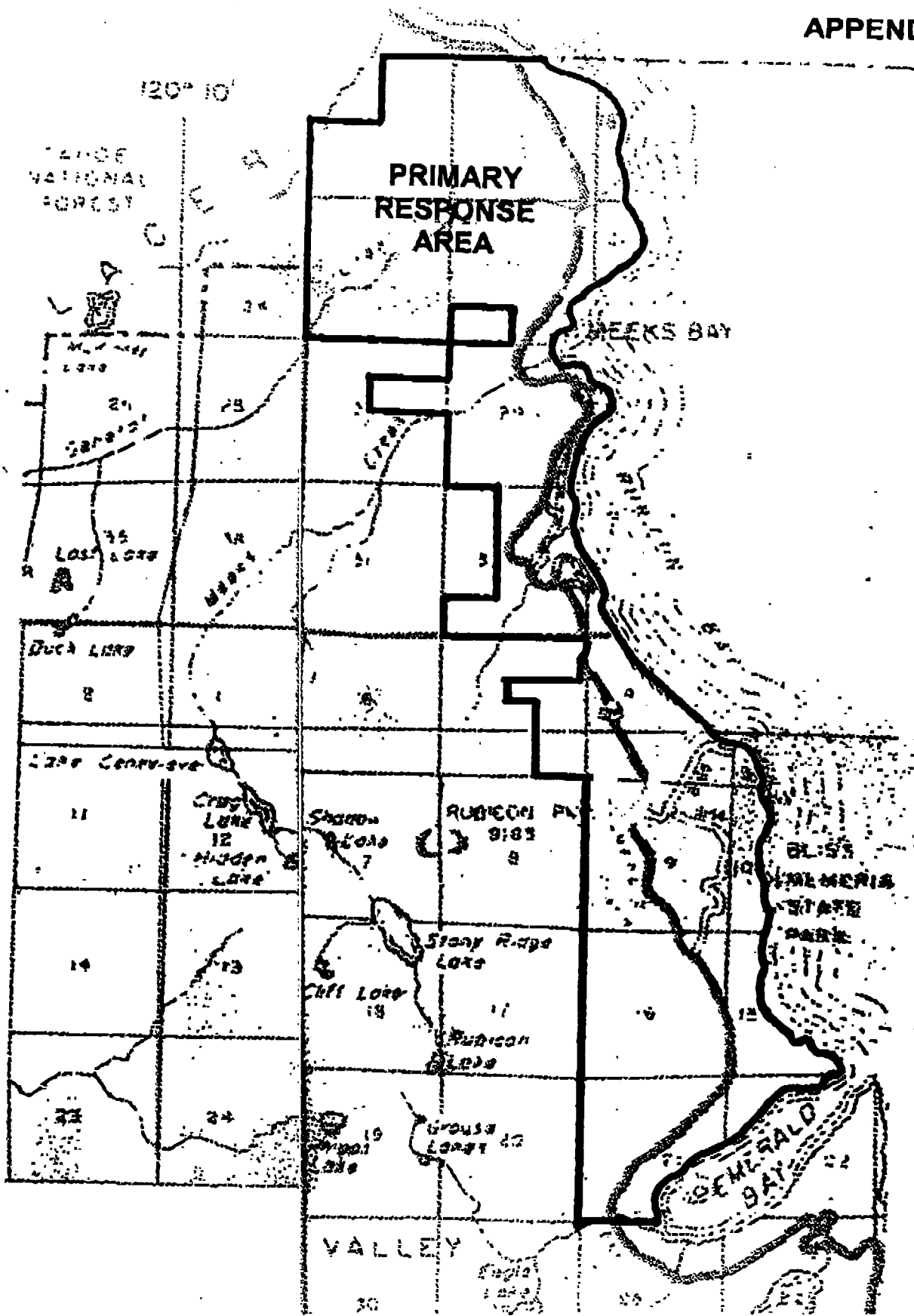
5/17/06
Date

ATTEST
Kip Cross

By:  Date: 5/17/06
North Tahoe Fire Protection District
Board Secretary

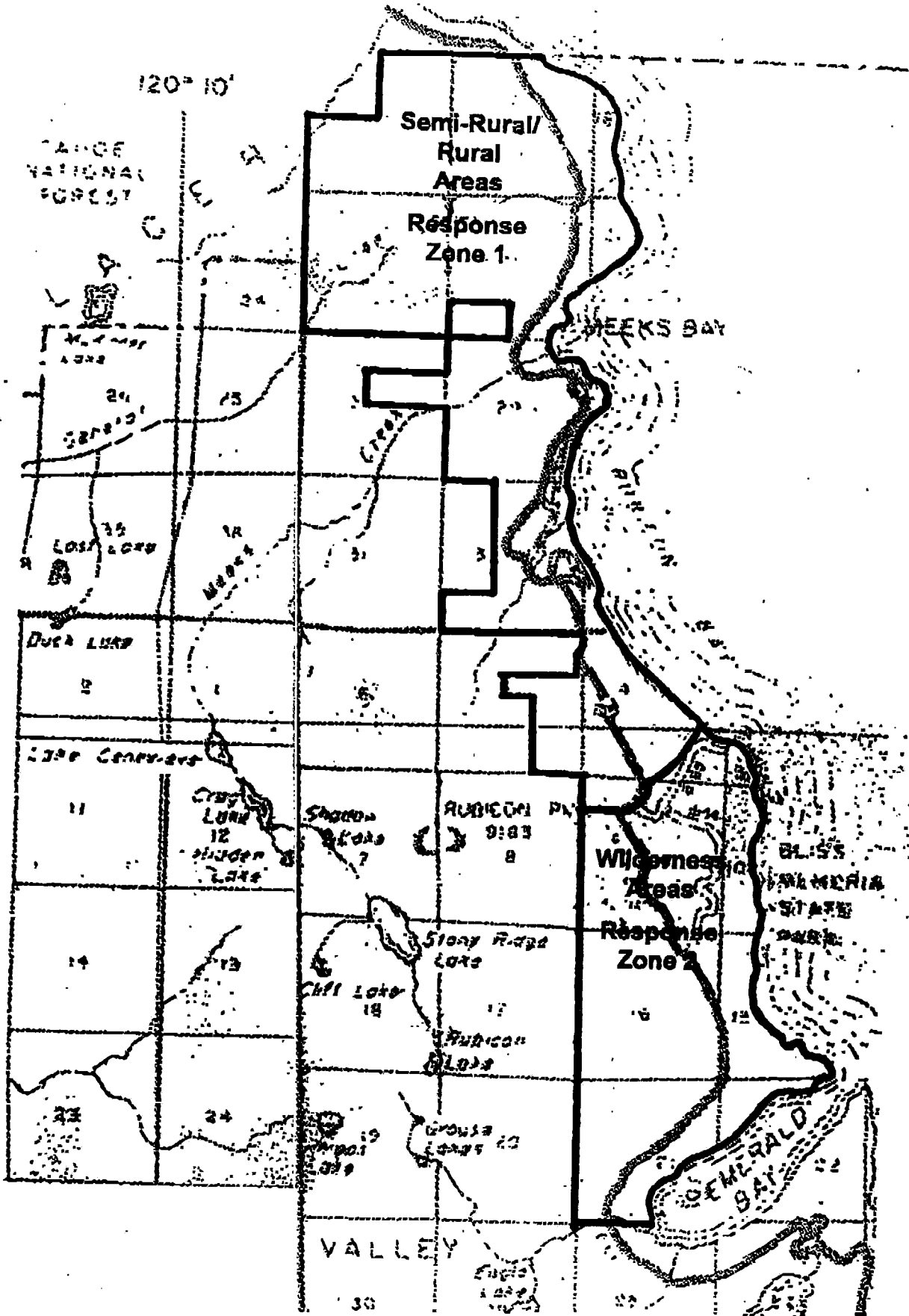
Appendix A
Primary Response Area Maps

APPENDIX A



TAHOE WEST SHORE RESPONSE ZONES

APPENDIX A



Appendix B

EL DORADO COUNTY
AMBULANCE RATE SCHEDULE

Effective July 1, 2006

Description	Rate
ALS Emergency Base Rate *	\$752
ALS Non-Emergency Base Rate **	\$752
ALS Level 2 ***	\$1,089
Facility Waiting Time (per 1/4 hour)	\$175
Standby (Per Hour)	\$138
Critical Care Transport	\$1,287
Medical Supplies & Drugs ****	Market Cost + 15%
Mileage	Market Cost
Oxygen Use	Market Cost

- * ALS Emergency Base Rate: This base rate is charged for all ambulance transports in which an emergency Code 3 response (lights and siren) was required, or emergency treatment rendered, or any type of Advanced Life Support procedure was involved.
- ** ALS Non-Emergency Base Rate: This base rate is charged for non-emergency transfers which can be scheduled from a private residence, nursing facility, or hospital and not requiring an emergency response.
- *** ALS Level 2: This charge applies when there has been a medically necessary administration of at least three different medications or the provision of one or more of the following ALS procedures: manual defibrillation/cardioversion, endotracheal intubation, central venous line, cardiac pacing, chest decompression, surgical airway, intraosseous line.
- **** Medical Supplies & Drugs: Medical supplies and drugs are billed in addition to other applicable fees at net cost plus a handling charge of 15% to cover the direct costs of materials, ordering, shipping and inventory control.

Appendix C

HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement is made part of the base contract ("Underlying Agreement") to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which Contractor provides services to County, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") and Electronic Protected Health Information ("EPHI") may be made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 - 164 (the "Privacy and Security Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, Contractor, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule; and

WHEREAS, "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g); and

WHEREAS, the parties agree that any disclosure or use of PHI or EPHI be in compliance with the Privacy and Security Rule or other applicable law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by Contractor of County Disclosed PHI
 - A. Contractor shall be permitted to use PHI disclosed to it by the County:
 - (1) on behalf of the County, or to provide services to the County for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the County, or the minimum necessary policies and procedures of the County
 - (2) as necessary to perform any and all of its obligations under the Underlying Agreement.
 - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or Required by Law, Contractor may:
 - (1) use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.

- (2) disclose the PHI in its possession to a third party for the purpose of Contractor's proper management and administration or to fulfill any legal responsibilities of Contractor. Contractor may disclose PHI as necessary for Contractor's operations only if:
 - (a) The disclosure is Required by Law; or
 - (b) Contractor obtains written assurances from any person or organization to which Contractor will disclose such PHI that the person or organization will:
 - (i) hold such PHI in confidence and use or further disclose it only for the purpose of which Contractor disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached.
 - (3) aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
 - (4) not disclose PHI disclosed to Contractor by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
 - (5) de-identify any and all PHI of County received by Contractor under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
 - C. Contractor agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as Required by Law, or as otherwise permitted by law.
- 3. Obligations of Contractor. In connection with its use of PHI disclosed by County to Contractor, Contractor agrees to:
 - A. Use or disclose PHI only as permitted or required by this Business Associate Agreement or as Required by Law.
 - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement.
 - C. To the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.
 - D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.

- E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.
 - G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
 - H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or "pings".
 - I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
 - J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).
4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).
 - D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records

relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.

- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

- A. County agrees that it will make its best efforts to promptly notify Contractor in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use of disclosure of PHI.
- D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that Contractor can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term – this Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the Contractor, the County shall either:
 - (1) Provide an opportunity for the Contractor to cure the breach or end the violation and terminate this Agreement if the

- Contractor does not cure the breach or end the violation within the time specified by the County.
- (2) Immediately terminate this Agreement if the Contractor has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Contractor shall return or destroy all PHI received from the County, created or received by the Contractor on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor. Contractor shall retain no copies of the PHI.
 - (2) In the event that the Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon {negotiated terms} that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

7. HIPAA Business Associate Indemnity

Contractor shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Business Associate Agreement. Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

8. Amendment – the parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
9. Survival – the respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
10. Regulatory References – a reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts – any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.