

Extension
letters

09-0827-C1



PUBLIC HEALTH DEPARTMENT

Healthy People Living in Healthy Communities Throughout El Dorado County

Gayle Erbe-Hamlin, Director / Dr. Jason Eberhart-Phillips, Health Officer
931 Spring Street, Placerville, CA 95667 (530) 621-6156 / Fax (530) 626-4713

March 28, 2007

Bryan Pond, Executive Director
Cal Tahoe JPA
PO Box 8917
South Lake Tahoe, CA 96158

Dear Bryan,

Based on the recommendation of the EMS Medical Director per her attached letter, I support granting Cal Tahoe a one year contract extension per Article VII: Term and Renewal Provisions of that contract. This represents performance demonstrated for contract year 5 of your agreement (9/05-8/06). Your contract is now extended to August 31, 2011. This extension represents the last extension you can earn under your current contract. Prior to the contract's expiration date we will return to the Board of Supervisors to seek their direction on the future contracting process.

Congratulations on your organization's performance during the past year. We appreciate your service to El Dorado County residents and visitors.

Sincerely,

Gayle Erbe-Hamlin
Director of Public Health Department

Cc Supervisor Norma Santiago, District Five
Terry Murphy, MD EMS Medical Director
Miles Julihn, EMSA Administrator
Rich Todd, Asst EMSA Administrator
Dan Buffalo, Contract Coordinator

EL DORADO

COUNTY



EMERGENCY MEDICAL SERVICES AGENCY

A Division of the Public Health Department

415 PLACERVILLE DRIVE, SUITE J
PLACERVILLE, CALIFORNIA 95667

PHONE (530) 621-6500

FAX (530) 621-2758

March 20, 2007

Dear Ms. Gayle Erbe-Hamlin:

RE: Cal Tahoe Contract Extension Request

On March 8, 2007, Executive Director Bryan Pond requested a one year contract extension of the Cal Tahoe Emergency Services Operations Authority contract. He submitted supporting documentation of services in the five areas of performance consideration. The following is the medical director's report evaluating those services based on Article VII: Term and Renewal Provisions for your consideration and review.

Response Time Performance

The contract defines quantitative minimum standards for response time. This is reviewed in monthly and quarterly reports. Compliance times for contract year **5** (9/1/05- 8/31/06) averaged 97.7% for 2489 total medical calls. This performance remains excellent, though below the prior year of 99.04% for 2593 medical response calls.

Score: 4.5

Recommendation: Continue to strive for 100%. Continue the strong reporting and communicating relationship with the EMS agency.

Certification, Qualifications, & Training

All Cal Tahoe medics are certified in ACLS, PALS or PEPP, and BTLs or PHTLS. 33% of the Lake Valley paramedics are instructors in both PALS and ACLS. This is a 33% increase from last year. This is paramount to being able to offer quality in-house training. 30 hours of in-house training were presented to Cal Tahoe medics over the contract year. Barton Hospital continues to sponsor Base Station continuing education. Dispatch at South Lake Tahoe Police Department has all dispatchers EMD certified except one in training and one on family medical leave. The uncertified dispatcher (only one is currently working) is in the process of certification. Training at each department is on-going and logged internally.

Score: 4.5

Recommendation: Continue to support medics and dispatchers in their commitment to maintain professional excellence through certifications and training.

Quality Improvement Process

The EMS Agency observed leadership changes at the Executive Director level with two since the last report. Two fire chiefs, the Emergency Department nurse manager and base hospital coordinator and base physician each have more than one year experience now. South Lake Tahoe City and Lake Valley Fire Departments send representatives to the monthly CQIC meeting when staffing allows. Dispatch also has become an active participant in the CQI committee and has forwarded monthly reports for some time. Dispatch calls are now reviewed for compliance with near 100% achieved monthly. In the previous review, it was recommended Dispatch request and pass an inspection of compliance with California EMD guidelines. While this didn't occur within the six month recommended timeline, Dispatch was inspected March 12, 2007 and passed inspection for compliance with EMD state guidelines which represent "best practices". They are the first dispatch organization in the county's history to achieve this approval.

Score: 4.0

Recommendation: Continue the excellent progress in CQI from Dispatch and compliance with state guidelines. Leadership is strongly recommended to support paramedic active participation in county-wide CQI, not merely faxing the report. Consider requiring paramedic attendance/participation in 50% of CQIC meetings held in Placerville.

Policy & Procedure/Protocol Compliance

Monthly reports from the fire department and dispatch CQI representatives measure high compliance with the county's EMS policies, procedures, and protocols. Dispatcher compliance in reviewing 100% of calls involving childbirth, choking, and CPR is now being done as well as compliance with best practices published by the EMS Authority. Paramedic excellent performance continues, while excellent performance on the part of dispatch is now being documented.

Score: 4.0

Recommendation: Continue to support the excellent field care rendered by paramedics. Support time spent by CQIC representatives to attend meetings and present cases of concern and excellence. Reward participation in CQIC and base station/educational offerings.

Teamwork and Leadership

The Executive Director position has recently been filled by Bryan Pond from CalStar after another Director stayed about one year. A year has passed since North Lake Tahoe elected to withdraw from the JPA. The Fire Chiefs, and Dispatch, through their new Public Safety Dispatch Supervisor have demonstrated a real commitment to excellence in partnering with the JPA and the EMS Agency. Through all the changes in leadership, patient care in the pre-hospital arena continued to be delivered with excellence and professionalism.

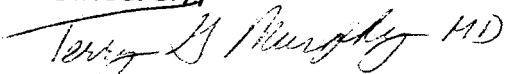
Score: 4.0

Recommendation: Continue to support strong leadership in Dispatch. Continue to foster collaboration among fire chiefs, EMS Agency, Barton Hospital, ski resorts, and air medical agencies. Invite basic providers into the team approach with evidence of their participation in CQI and training.

Summary

The average numerical score of this evaluation is 4.2, above the minimum performance of 3.0 stated in the contract. This score represents consistency in performance from last year's 4.1, largely due to improvements in Dispatch which were accomplished only recently. I recommend granting this request of a one year contract extension. Cal Tahoe Emergency Services Operations Authority has successfully undergone much change while maintaining commitments to excellence, public safety, and service. They should be able to remain successful under the direction of the next EMS Agency Medical Director well into the future.

Sincerely,



Terry G. Murphy MD
El Dorado County EMS Agency
Medical Director

CC: Miles Julihn
Bryan Pond



EL DORADO COUNTY
PUBLIC HEALTH DEPARTMENT

Healthy People Living in Healthy Communities in El Dorado County

GAYLE ERBE-HAMLIN, M.P.A., DIRECTOR

November 30, 2005

Todd Conradson, Executive Director
Cal Tahoe JPA
300 North Lake Boulevard
Tahoe City, CA 96145

Dear Todd,

Based on the recommendation of the EMS Medical Director per her attached letter, I support granting Cal Tahoe a one year contract extension per Article VII: Term and Renewal Provisions of that contract. Your contract is now extended to August 31, 2010. Congratulations on your organization's performance during the past year. We appreciate your service to El Dorado County residents and visitors.

Sincerely,

Gayle Erbe-Hamlin
Public Health Director

Cc Supervisor-Elect Norma Santiago, District Five
Terry Murphy, MD
Miles Julihn, EMS Administrator
✓ Dan Buffalo, Contract Coordinator

EL DORADO

COUNTY



EMERGENCY MEDICAL SERVICES AGENCY

A Division of the Public Health Department

415 PLACERVILLE DRIVE, SUITE J
PLACERVILLE, CALIFORNIA 95667
PHONE (530) 621-6500
FAX (530) 621-2758

November 22, 2005

Dear Ms. Erbe-Hamlin:

RE: Cal Tahoe Contract Extension Request

On October 26, 2005, Executive Director Todd Conradson requested a one year contract extension of the Cal Tahoe Emergency Services Operations Authority. He submitted supporting documentation of services in the area, and additional documentation when asked regarding improvements in areas deemed deficient last year. The following is the medical director's report evaluating those services based on Article VII: Term and Renewal Provisions for your consideration and review.

Response Time Performance

The contract defines quantitative minimum standards for response time. This is reviewed in monthly and quarterly reports. Compliance times for contract year 4 (9/1/04- 8/31/05) ranged from 91.30- 100% for 2593 calls and averaged 99.04%. This is excellent performance!

Score: 5.0

Recommendation: Continue to strive for excellence. Continue the strong reporting and communicating relationship with the EMS agency.

Certification, Qualifications, & Training

All Cal Tahoe medics are certified in ACLS, PALS or PEPP, and BTLIS or PHTS. 22% of the medics are instructors in both PALS and ACLS. This is paramount to being able to offer quality in-house training. Barton Hospital continues to sponsor Base Station continuing education. Dispatch at South Lake Tahoe Police Department has 6 full time dispatchers of which 5 are EMD certified. The uncertified dispatcher is in the process of certification. Training at each department is on-going and logged internally. Dispatch has now complied with requests to share and maintain records of certification, training, and qualifications.

Score: 4.0

Recommendation: Continue to support medics and dispatchers in their commitment to maintain professional excellence through certifications and training.

Quality Improvement Process

The EMS Agency observed leadership changes at the chief level in both fire departments, as well as the Base Hospital's EMS physician and nurse manager in the last year. CQI however, was not affected and the Cal Tahoe paramedics continued to participate in the county-wide CQI committee. In fact, a Cal Tahoe paramedic now chairs the committee. Dispatch also has become an active participant in the CQI committee and has forwarded monthly reports for some time. Dispatch calls are now reviewed for compliance with levels in January 2005 of 78.75% compliance, rising to 96.46% in October 2005. This demonstrates a strong commitment to excellence, and a measurable improvement from previous reviews.

Score: 4.0

Recommendation: Continue the excellent progress in CQI from Dispatch. Have successful inspection of compliance with EMD state guidelines in the next six months. Continue to support the very successful county wide CQI. Bring basic providers into CQI compliance in accordance with the new state regulations.

Policy & Procedure/Protocol Compliance

Monthly reports from the fire department and dispatch CQI representatives measure high compliance with the county's EMS policies, procedures, and protocols. Dispatcher compliance in reviewing 100% of calls involving childbirth, choking, and CPR is now being done. Paramedic excellent performance continues, while strong performance on the part of dispatch is now being documented.

Score: 3.5

Recommendation: Continue to support the excellent field care rendered by paramedics. Mandate full compliance with EMD guidelines within six months. Bring basic providers into compliance with evidence of run review and monthly reporting of compliance per state regulations.

Teamwork and Leadership

The Executive Director position has recently been posted, and a new director named. There has been less communication with the EMS Agency as North Lake Tahoe has elected to withdraw from the JPA. The Fire Chiefs (both new) have shown a strong desire to partner with the EMS Agency. The outgoing Executive Director will be remembered for his leadership in solving psychiatric interfacility transfer issues.

Dispatch, through their new Public Safety Dispatch Supervisor has demonstrated a real commitment to excellence in partnering with the JPA and the EMS Agency. Through all the changes in leadership, patient care in the pre-hospital arena continued to be delivered with excellence and professionalism.

Score: 4.0

Recommendation: Continue strong improvement progress in Dispatch. Continue to foster collaboration among fire chiefs, EMS Agency, Barton Hospital,
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ski resorts, and air medical agencies. Invite basic providers into the team approach with evidence of their participation in CQI and training.

Summary

The average numerical score of this evaluation is 4.1, above the minimum of 3.0 stated in the contract. This score represents a significant improvement in performance from last year's 3.6, largely due to improvements in Dispatch. I recommend granting this request of a one year contract extension. I look forward to continued strong improvement under the leadership of the new JPA Executive Director. Meanwhile, the paramedics, dispatchers, fire chiefs, and other partners in EMS are to be commended again for their tireless commitment to excellence, safety, and public service.

Sincerely,


Terry G. Murphy MD
El Dorado County EMS Agency
Medical Director

CC: Miles Julihn
Todd Conradson



PUBLIC HEALTH DEPARTMENT

Healthy People Living in Healthy Communities Throughout El Dorado County

Gayle Erbe-Hamlin, Director Stephen G. Drogin, M.D., Health Officer
931 Spring Street, Placerville, CA 95667 (530) 621-6120 / Fax (530) 626-4713

March 23, 2005

Todd Conradson, Executive Director
Cal Tahoe JPA

Dear Todd,

Based on the recommendation of the EMS Medical Director per her attached letter, I support granting Cal Tahoe a one year contract extension. Congratulations on your organization's performance. We appreciate your service to El Dorado County residents.

Sincerely,

Gayle Erbe-Hamlin
Director

Cc Terry Murphy, MD
 Supervisor David Solaro, District Five
 Miles Julihn, EMS Administrator
 Carol Dunn, Contract Coordinator



415 PLACERVILLE DRIVE, SUITE J
PLACERVILLE, CALIFORNIA 95667
PHONE (530) 621-6500
FAX (530) 621-2758

February 16, 2005

Dear Ms. Erbe-Hamlin:

Re: Cal Tahoe Contract extension request

On December 2, 2004, Executive Director Todd Conradson requested a one year contract extension of the Cal Tahoe Emergency Services Operations Authority. He submitted supporting documentation of services in the area. The following is the medical director's report evaluating those services based on Article VII: Term and Renewal Provisions for your consideration and review.

Response Time Performance

The contract defines quantitative minimum standards of response time. This is reviewed in monthly and quarterly reports. Compliance times for contract year 3 (9/1/03-8/31/04) ranged from 96.67%-98.26% for 2864 total calls. This is excellent performance!

Score: 4.5

Recommendation: Continue to strive for 100% on-time arrival. Continue the strong reporting and communicating relationship with the EMS Agency.

Certification, Qualifications, & Training

All Cal Tahoe medics are certified in ACLS, PALS or PEPP, and recognized trauma training. Barton Hospital sponsored continuing education is well attended by paramedics and in-house departmental training is high quality. Information on training, qualifications, and certification has still not been provided to the EMS Agency for Emergency Medical Dispatch (EMD) personnel. Therefore, while the fire departments are in complete compliance with regard to certification, qualifications, and training, it is unknown the level of compliance with regard to the Dispatchers serving Cal Tahoe.

Score: 3.5

Recommendation: This is the second request to bring dispatch into compliance by submitting and maintaining records of their certification, qualifications, and training. Comply fully with the published EMD guidelines. Continue to support paramedics in their commitment to maintain professional excellence through certifications and training.

Quality Improvement Process

The Cal Tahoe paramedics have participated in the county-wide paramedic Continuous Quality Improvement Committee (CQIC) since September 2003. This has been well received by the east slope paramedics and benefits have included participating in well designed focused studies with results reported to CQIC, the Medical Advisory Committee, and Chiefs Operational Committee. The process has measured excellent compliance by Cal Tahoe paramedics. Dispatch has begun submitting some CQI reports to the medical director in the last 2 months. They remain out of compliance as far as the process of CQI.

Score: 3.5

Recommendation: Continue to support the very successful county-wide CQI. Bring dispatch into full compliance with the EMS Authority guidelines by the end of this contract year. These guidelines are paramount to quality improvement accountability.

Policy & Procedure/Protocol Compliance

Monthly reports from the fire department CQI representatives measure high compliance with the county's EMS policies, procedures, and protocols. However, a recent report from South Lake Tahoe Dispatch reveals dispatcher compliance with 911 calls to range between 60%-100%. This is a great concern. Also, no information has been provided regarding monthly cases of childbirth, choking, and CPR of which published guidelines mandate 100% reporting.

Score: 3.0

Recommendation: Continue to support the excellent field care rendered by paramedics. Mandate full compliance with EMD by the end of the contract year with evidence of remediation in cases of non-compliance. Demonstrate that dispatch is delivering safe and compliant pre-arrival instructions.

Teamwork & Leadership

The EMS Agency has continued to observe strong evidence of teamwork and leadership with the Fire Chiefs and the Executive Director. There has been strong teamwork in committees such as the psychiatric interfacility transfer committee. In this committee, the commitment to public safety and service by all providers is evident and has solved many issues related to this subject.

As EMS has come together as a county, more collaboration with the west slope executive director has been observed. Dispatch has progressed poorly in this area of teamwork and leadership, with continuing non-compliance in other areas related to lack of participation, engagement, and problem-solving with Cal Tahoe and the EMS Agency.

Score: 3.5

Recommendation: Mandate full compliance with EMD by the end of the contract year, with evidence that a supervisor from dispatch or the police chief is accountable to compliance with the Authority's EMD guidelines. Continue current successful relationships with the EMS Agency, Barton Hospital, ski resorts, and air medical agencies.

In summary, the average numerical score of this evaluation is 3.6, above the minimum 3.0 stated in the contract. As you know, this score is below last year's score of 4.2 because of continuing quality concerns in dispatch. I recommend granting this request of a one year contract extension. How 0040827,C.12

for review. These are fine standard descriptions of fire service chain of command, but didn't provide evidence of what I sense is a commitment to cooperation and service. Medics from both the city and Lake Valley, known by the medics as the "country" relate a culture of competition between the agencies. This represents an opportunity for better teamwork through joint training, and joint CQI efforts. In the leadership area, I have observed Todd Conradson to be informed, mature, involved, and positive. The 3 chiefs in the JPA, Mike Chandler, Duane Whitelaw, and Brian Schaefer appear to have respect for and acceptance of his leadership. He is a gifted communicator. I have observed him to be both humble and an authority, a rare and cooperative combination. It has been a pleasure to work with him as medical director.

Score: 4.0

Recommendation: Survey the medics and interview the chiefs for next year's review to assess perceptions of employees of teamwork and leadership. Review results as opportunities for positive change. Reduce perception of medics of city versus country. List evidence of teamwork and leadership for next review. This could be outcomes of task forces convened, train the trainer sessions, letters from your chiefs, etc. Continue the very good spirit of cooperation and commitment to excellence you have by collaborating with the EMS agency, public health department, and the medical director.

In summary, the average numerical score of this evaluation is 3.8. This is well above the minimum required 3.0 stated in the contract. There are no gross areas of concern, negligence, or non-compliance. In fact, there is both authentic and perceived improvement in service over the previous private provider. I strongly recommend continuing of the current Cal Tahoe contract and look forward to working with Executive Director Conradson, the fire chiefs, and medics in improving the areas reviewed and realizing even greater excellence, safety, and public service.

Sincerely,



Terry G. Murphy MD, MS, FACEP
El Dorado County EMS Agency
Medical Director

recommendations made to improve protocols or policies, update equipment, and effect positive change as appropriate. There is a real opportunity for sharing results with the pre-hospital and emergency community through publication. This is an area where the EMS agency can be of great assistance.

Score: 3.5

Recommendation: Expand the CQI Committee to be more inclusive. Invite assistance from the medical director to make focused studies more scientific, and the process more valid. Expand CQI to include Dispatch to be in compliance of expected new EMD Standards and Guidelines. Report summaries of CQI activities to the EMS agency. Continue the standard of 100% chart audit. Continue to collaborate with West Slope CQI activities as appropriate. Demonstrate evidence that training topics are derived from areas of non-compliance discovered through CQI. Invite Barton Hospital's ED involvement to reflect communication of their own CQI, for instance knowledge of protocols by MICN's and monitoring of Base Hospital calls for quality.

Policy and Procedure/Protocol Compliance. This area is addressed through CQI and through the Peer Review Process. I suspect the compliance is very high, but lack summaries of monthly meetings which would measure compliance to policies, procedures, protocols, and expanded scope of practice items. Documents exist to track each of these and to evaluate monthly each advanced procedure performed. No communication of these has been given to the medical director and this represents an opportunity for improvement. I will be attending a CQI meeting in Tahoe later this month, and begin to assist in this area. Todd Conradson and Dan Sullivan are very willing to begin more collaboration, communication, but for the contractual time being evaluated, it had not occurred. Todd has been very helpful, collaborative, and communicative regarding policy and procedure development, and activities of interest in the adjoining county EMS agency.

Score: 4.0

Recommendation: Send monthly or quarterly reports of compliance from CQI tracking activities to the medical director. Explore opportunities for county wide participation. Continue to participate in Medical Advisory Committee.

Teamwork and Leadership. This area is the most subjective and difficult to evaluate. Todd provided his organizational chart, and an incident action plan

and accreditation lists for all employees of the City of South Lake Tahoe Fire Department and the Lake Valley Fire Protection Districts. This information was further discussed in telephone conversation to include now 3 Field Training Officers who meet all County criteria for FTO certification. A base station held at Barton Hospital February 3, 2003 where I presented continuing education on topics including Winter Emergencies, Medication Clues, and COPD versus CHF was very well attended. Mandatory attendance required at these educational offerings demonstrates a commitment to excellence through continuing education which is commended. Opportunities in improvement include one area which Todd has committed to for this year: offering certification courses in PALS/PEPP, ACLS, and Trauma in the Tahoe Basin. Another type of personnel that should be included and tracked for certification and continuing education compliance is Dispatch.

Score: 4.0

Recommendation: Continue to offer high quality courses including certification renewals in PALS/PEPP, ACLS, & Trauma. Utilize the EMS Agency to assist you in these pursuits. Track and maintain records also of certified dispatchers and their continuing education.

Quality improvement process. Submitted in the packet of information for this evaluation was Cal Tahoe Policies and Procedures for CQI. Each Agency has a commitment to 100% chart review of emergency calls, and a process to further evaluate charts in non-compliance. Their policies were very helpful to JPA 7 in starting their own program, and the Cal Tahoe CQI coordinator, Medic Dan Sullivan, was a willing mentor to help west slope medics begin the task of authentic CQI in their own agencies. Focused studies on biphasic defibrillators, and a pain study on morphine requirements in orthopedic injuries also demonstrate a desire to pursue improvements through scientific study and prospective inquiry. The trauma registry has recorded improvement in the area of trauma scene times greater than 20 minutes which is now among the lowest in a five hospital area, demonstrating a dramatic improvement in the safety and care of trauma patients over the previous private service. Areas for improvement include expanding the CQI committee to have a greater representation among medics to include Lake Valley, and more medics from each agency. The current CQI committee has a membership of Dan Sullivan, Todd Conradson, and Susy Walker from Barton. This has been discussed, and there is willingness to consider change. It must be remembered CQI is everyone's business and participation improves compliance in the system. Also, focused studies need to follow scientific protocol and be reported with findings recorded statistically and

February 5, 2003

Dear Ms. Erbe-Hamlin,

As you know, Todd Conradson of the Cal Tahoe Emergency Services Operations Authority has applied for extension of their contract which was to provide services from September 2001 to August 2002. In doing so, my responsibility as Medical Director of the Emergency Medical Services Agency for El Dorado County is to provide you with an evaluation of the services rendered via criteria outlined in the contract, such that you may make an informed contractual decision regarding extending or amending the Cal Tahoe contract. In early December, Executive Director Conradson, Administrator Miles Julihn, and I met to confer and define the 5 areas of evaluation stated in the contract. Since that time, Todd has compiled data supporting each area, and has been very cooperative in providing additional information as requested. The process has been very informative and collegial, and I believe a testimony of the new attitude of public safety and service through the people serving the Cal Tahoe Basin under this contract. Yesterday, Todd, through a conference call with Miles and I at the agency answered the few remaining questions in order to complete the following evaluation.

Response time performance. The contract defines different quantitative minimum standards depending on the location of the emergency. Times are 10 minutes for urban, 20 minutes for semi-urban, and 20 minutes for rural. Todd Conradson stated compliance with the contract greater than 90% of the time, but didn't provide monthly report summaries in the data compiled for the evaluation. This data does exist, as does penalty information for cases of non-compliance, but opportunity exists for improvement in service through CQI, communication, and collaboration. In having this information, informed decisions regarding equipment, personnel, and configurations might be adjusted or improved.

Score: 3.5

Recommendation: Provide monthly summaries to the EMS medical director with a mechanism for convening stakeholders to evaluate information and make recommendations to Cal Tahoe for opportunities for improved service and response time performance.

Certification, Qualifications, & Training. Todd provided training summaries

Article VII – Term and Renewal Provisions

The term of this Contract is for a period of five (5) years beginning September 1, 2001 and continuing through August 31, 2006. CAL TAHOE may earn up to five (5) extensions of one (1) year each.

To earn each extension, CAL TAHOE must substantially exceed the minimum requirements of the Contract during the previous term. Extensions must be applied for and approved annually. The five areas to be considered in granting extensions are:

1. Response Time Performance
2. Certification, Qualification and Training
3. Quality Assurance Process
4. Policy and Procedure/Protocol Compliance
5. Teamwork and Leadership

The El Dorado County EMS Agency Medical Director shall provide an annual written report evaluating CAL TAHOE's clinical and response time performance during the previous contract year. In preparing this annual evaluation, the El Dorado County EMS Agency Medical Director shall rate CAL TAHOE's clinical reliability and response time performance in five (5) areas in accordance with certain specific criteria. The five areas shall be discussed jointly between the El Dorado County EMS Agency Medical Director and CAL TAHOE so as to more accurately measure the performance with certain measurable standards each year.

The numerical score earned by CAL TAHOE over the previous contract year shall determine CAL TAHOE's eligibility for a one-year extension to the ambulance service Contract, to be added to the then-remaining term of the Contract as provided for in this Contract. Earned renewal rights shall be conditioned on CAL TAHOE's earning an average score equal to or in excess of 3.0 for the previous 12-month period for the five areas, as rated in accordance with the following criteria:

CRITERIA	
SCORE	
0	Chronic failure to comply with the System Standard of Care and/or contractual response time requirements of such nature and magnitude that public health and safety is threatened.
1	Frequent failure to comply with the System Standard of Care and or contractual response time requirements, with a poor record of responsive and effective effort to correct such deficiencies as they are discovered.
2	Occasional but still excessive failure to comply with the System Standard of Care and/or contractual response time requirements, with a marginal record of responsive and effective effort to correct such deficiencies as they are discovered.
3	Substantial compliance with the System Standard of Care and/or contractual response time requirements, with a good record of responsive and effective effort to correct deficiencies as they are discovered.
4	Highly reliable compliance with the System Standard of Care and/or contractual response time requirements, with a superior record of responsive and effective effort to correct deficiencies as they are discovered.
5	Exemplary compliance with the System Standard of Care and/or contractual response time requirements, with a history of leadership in efforts to advance the System Standard of Care, and an impressive record of relentless effort to identify and correct performance deficiencies.

The El Dorado County EMS Agency will annually certify that CAL TAHOE has been in compliance with the terms of the Contract and response time requirements.

The El Dorado County EMS Agency will annually certify that CAL TAHOE has continued to provide Base 9-1-1 Emergency Services within the contracted reimbursement level.



PUBLIC HEALTH DEPARTMENT

Healthy People Living in Healthy Communities Throughout El Dorado County

Gayle Erbe-Hamlin, Director Stephen G. Drogin, M.D., Health Officer
931 Spring Street, Placerville, CA 95667 (530) 621-6120 / Fax (530) 626-4713

RECEIVED

FEB 06 2004

**EMERGENCY MEDICAL
SERVICES AGENCY**

February 6, 2003

California Tahoe Emergency Services Operations Authority
Attn: Chief Todd Conradson
North Tahoe Fire Protection District
P.O. Box 8358
Tahoe City, CA 96145-8358

Subject: Annual Evaluation for One Year Extension of Ambulance Service Contract

Dear Chief Conradson:

Congratulations! Per the stipulations of your Contract with the County of El Dorado for ALS Ambulance Services, SECTION VIII – GENERAL CONTRACT REQUIREMENTS, Article VII – Term and Renewal Provisions (see excerpt attached), your annual evaluation has been completed by the EMS Agency Medical Director, and it is her recommendation to extend your Contract for services to El Dorado County for an additional year (until August 31, 2007). I am happy to inform you that you have exceeded the numerical criteria score required to continue services to the County, and I am in concurrence with the EMS Agency Staff recommendation. Per the terms of the contract, I hereby approve an extension of your Contract for one additional year. A copy of the EMS Medical Director's review is attached.

I would like to take this opportunity to commend you on the ALS Ambulance system you have developed and your hard work to continue to improve it. The citizens of El Dorado County are well served by your efforts.

Sincerely,

Gayle Erbe-Hamlin, Director
El Dorado County Public Health Department

Attachments (2)

cc: Members of the Board of Supervisors
James M. Bourey, CAO
Joe Harn, Auditor/Controller
Terry Murphy, M.D., EMS Medical Director
Miles Julihn, EMS Agency Administrator
Gretchen Bailey, Fiscal Administrative Manager
Aren Manda, Ambulance Billing

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EL DORADO COUNTY
PUBLIC HEALTH DEPARTMENT

Healthy People Living in Healthy Communities in El Dorado County

GAYLE ERBE-HAMLIN, M.P.A., DIRECTOR STEPHEN DROGIN, M.D., HEALTH OFFICER

September 23, 2004

California Tahoe Emergency Services Operations Authority
Attn: Chief Todd Conradson
North Tahoe Fire Protection District
P.O. Box 8358
Tahoe City, CA 96145-8358

Subject: **Amendment II to Agreement for ALS Emergency Ambulance Services**

Dear Todd:

Enclosed is a fully executed original Amendment II to your Agreement with El Dorado County for ALS Emergency Ambulance Services. Thank you for your assistance in getting this completed.

Sincerely,

Carol B. Dunn, Contract Coordinator
El Dorado County Public Health Department

Administration • Animal Control • Clinic, Laboratory, Nursing • EMS Agency • PH Preparedness • Health Promotions

MAIN OFFICE: 931 SPRING STREET • PLACERVILLE • CA • 95667-4585

PHONE 530-621-6100 • FAX 530-626-4713

SLT OFFICE: 1360 JOHNSON BLVD • STE 103 • SOUTH LAKE TAHOE • CA • 96150-8201

PHONE 530-573-3155 • FAX 530-541-8409

09-0827.C.19



PUBLIC HEALTH DEPARTMENT

Healthy People Living in Healthy Communities Throughout El Dorado County

Gayle Erbe-Hamlin, Director Stephen G. Drogin, M.D., Health Officer
931 Spring Street, Placerville, CA 95667 (530) 621-6120 / Fax (530) 626-4713

February 6, 2003

California Tahoe Emergency Services Operations Authority
Attn: Chief Todd Conradson
North Tahoe Fire Protection District
P.O. Box 8358
Tahoe City, CA 96145-8358

Subject: Annual Evaluation for One Year Extension of Ambulance Service Contract

Dear Chief Conradson:

Congratulations! Per the stipulations of your Contract with the County of El Dorado for ALS Ambulance Services, SECTION VIII – GENERAL CONTRACT REQUIREMENTS, Article VII – Term and Renewal Provisions (see excerpt attached), your annual evaluation has been completed by the EMS Agency Medical Director, and it is her recommendation to extend your Contract for services to El Dorado County for an additional year (until August 31, 2007). I am happy to inform you that you have exceeded the numerical criteria score required to continue services to the County, and I am in concurrence with the EMS Agency Staff recommendation. Per the terms of the contract, I hereby approve an extension of your Contract for one additional year. A copy of the EMS Medical Director's review is attached.

I would like to take this opportunity to commend you on the ALS Ambulance system you have developed and your hard work to continue to improve it. The citizens of El Dorado County are well served by your efforts.

Sincerely,

Gayle Erbe-Hamlin, Director
El Dorado County Public Health Department

Attachments (2)

cc: Members of the Board of Supervisors
James M. Bourey, CAO
Joe Harn, Auditor/Controller
Terry Murphy, M.D., EMS Medical Director
Miles Julihn, EMS Agency Administrator
Gretchen Bailey, Fiscal Administrative Manager
Aren Manda, Ambulance Billing

09-0827.C.20

for review. These are fine standard descriptions of fire service chain of command, but didn't provide evidence of what I sense is a commitment to cooperation and service. Medics from both the city and Lake Valley, known by the medics as the "country" relate a culture of competition between the agencies. This represents an opportunity for better teamwork through joint training, and joint CQI efforts. In the leadership area, I have observed Todd Conradson to be informed, mature, involved, and positive. The 3 chiefs in the JPA, Mike Chandler, Duane Whitelaw, and Brian Schaefer appear to have respect for and acceptance of his leadership. He is a gifted communicator. I have observed him to be both humble and an authority, a rare and cooperative combination. It has been a pleasure to work with him as medical director.

Score: 4.0

Recommendation: Survey the medics and interview the chiefs for next year's review to assess perceptions of employees of teamwork and leadership. Review results as opportunities for positive change. Reduce perception of medics of city versus country. List evidence of teamwork and leadership for next review. This could be outcomes of task forces convened, train the trainer sessions, letters from your chiefs, etc. Continue the very good spirit of cooperation and commitment to excellence you have by collaborating with the EMS agency, public health department, and the medical director.

In summary, the average numerical score of this evaluation is 3.8. This is well above the minimum required 3.0 stated in the contract. There are no gross areas of concern, negligence, or non-compliance. In fact, there is both authentic and perceived improvement in service over the previous private provider. I strongly recommend continuing of the current Cal Tahoe contract and look forward to working with Executive Director Conradson, the fire chiefs, and medics in improving the areas reviewed and realizing even greater excellence, safety, and public service.

Sincerely,



Terry G. Murphy MD, MS, FACEP
El Dorado County EMS Agency
Medical Director

recommendations made to improve protocols or policies, update equipment, and effect positive change as appropriate. There is a real opportunity for sharing results with the pre-hospital and emergency community through publication. This is an area where the EMS agency can be of great assistance.

Score: 3.5

Recommendation: Expand the CQI Committee to be more inclusive. Invite assistance from the medical director to make focused studies more scientific, and the process more valid. Expand CQI to include Dispatch to be in compliance of expected new EMD Standards and Guidelines. Report summaries of CQI activities to the EMS agency. Continue the standard of 100% chart audit. Continue to collaborate with West Slope CQI activities as appropriate. Demonstrate evidence that training topics are derived from areas of non-compliance discovered through CQI. Invite Barton Hospital's ED involvement to reflect communication of their own CQI, for instance knowledge of protocols by MICN's and monitoring of Base Hospital calls for quality.

Policy and Procedure/Protocol Compliance. This area is addressed through CQI and through the Peer Review Process. I suspect the compliance is very high, but lack summaries of monthly meetings which would measure compliance to policies, procedures, protocols, and expanded scope of practice items. Documents exist to track each of these and to evaluate monthly each advanced procedure performed. No communication of these has been given to the medical director and this represents an opportunity for improvement. I will be attending a CQI meeting in Tahoe later this month, and begin to assist in this area. Todd Conradson and Dan Sullivan are very willing to begin more collaboration, communication, but for the contractual time being evaluated, it had not occurred. Todd has been very helpful, collaborative, and communicative regarding policy and procedure development, and activities of interest in the adjoining county EMS agency.

Score: 4.0

Recommendation: Send monthly or quarterly reports of compliance from CQI tracking activities to the medical director. Explore opportunities for county wide participation. Continue to participate in Medical Advisory Committee.

Teamwork and Leadership. This area is the most subjective and difficult to evaluate. Todd provided his organizational chart, and an incident action plan

and accreditation lists for all employees of the City of South Lake Tahoe Fire Department and the Lake Valley Fire Protection Districts. This information was further discussed in telephone conversation to include now 3 Field Training Officers who meet all County criteria for FTO certification. A base station held at Barton Hospital February 3, 2003 where I presented continuing education on topics including Winter Emergencies, Medication Clues, and COPD versus CHF was very well attended. Mandatory attendance required at these educational offerings demonstrates a commitment to excellence through continuing education which is commended. Opportunities in improvement include one area which Todd has committed to for this year: offering certification courses in PALS/PEPP, ACLS, and Trauma in the Tahoe Basin. Another type of personnel that should be included and tracked for certification and continuing education compliance is Dispatch.

Score: 4.0

Recommendation: Continue to offer high quality courses including certification renewals in PALS/PEPP, ACLS, & Trauma. Utilize the EMS Agency to assist you in these pursuits. Track and maintain records also of certified dispatchers and their continuing education.

Quality improvement process. Submitted in the packet of information for this evaluation was Cal Tahoe Policies and Procedures for CQI. Each Agency has a commitment to 100% chart review of emergency calls, and a process to further evaluate charts in non-compliance. Their policies were very helpful to JPA 7 in starting their own program, and the Cal Tahoe CQI coordinator, Medic Dan Sullivan, was a willing mentor to help west slope medics begin the task of authentic CQI in their own agencies. Focused studies on biphasic defibrillators, and a pain study on morphine requirements in orthopedic injuries also demonstrate a desire to pursue improvements through scientific study and prospective inquiry. The trauma registry has recorded improvement in the area of trauma scene times greater than 20 minutes which is now among the lowest in a five hospital area, demonstrating a dramatic improvement in the safety and care of trauma patients over the previous private service. Areas for improvement include expanding the CQI committee to have a greater representation among medics to include Lake Valley, and more medics from each agency. The current CQI committee has a membership of Dan Sullivan, Todd Conradson, and Susy Walker from Barton. This has been discussed, and there is willingness to consider change. It must be remembered CQI is everyone's business and participation improves compliance in the system. Also, focused studies need to follow scientific protocol and be reported with findings recorded statistically and

February 5, 2003

Dear Ms. Erbe-Hamlin,

As you know, Todd Conradson of the Cal Tahoe Emergency Services Operations Authority has applied for extension of their contract which was to provide services from September 2001 to August 2002. In doing so, my responsibility as Medical Director of the Emergency Medical Services Agency for El Dorado County is to provide you with an evaluation of the services rendered via criteria outlined in the contract, such that you may make an informed contractual decision regarding extending or amending the Cal Tahoe contract. In early December, Executive Director Conradson, Administrator Miles Julihn, and I met to confer and define the 5 areas of evaluation stated in the contract. Since that time, Todd has compiled data supporting each area, and has been very cooperative in providing additional information as requested. The process has been very informative and collegial, and I believe a testimony of the new attitude of public safety and service through the people serving the Cal Tahoe Basin under this contract. Yesterday, Todd, through a conference call with Miles and I at the agency answered the few remaining questions in order to complete the following evaluation.

Response time performance. The contract defines different quantitative minimum standards depending on the location of the emergency. Times are 10 minutes for urban, 20 minutes for semi-urban, and 20 minutes for rural. Todd Conradson stated compliance with the contract greater than 90% of the time, but didn't provide monthly report summaries in the data compiled for the evaluation. This data does exist, as does penalty information for cases of non-compliance, but opportunity exists for improvement in service through CQI, communication, and collaboration. In having this information, informed decisions regarding equipment, personnel, and configurations might be adjusted or improved.

Score: 3.5

Recommendation: Provide monthly summaries to the EMS medical director with a mechanism for convening stakeholders to evaluate information and make recommendations to Cal Tahoe for opportunities for improved service and response time performance.

Certification, Qualifications, & Training. Todd provided training summaries

Article VII – Term and Renewal Provisions

The term of this Contract is for a period of five (5) years beginning September 1, 2001 and continuing through August 31, 2006. CAL TAHOE may earn up to five (5) extensions of one (1) year each.

To earn each extension, CAL TAHOE must substantially exceed the minimum requirements of the Contract during the previous term. Extensions must be applied for and approved annually. The five areas to be considered in granting extensions are:

1. Response Time Performance
2. Certification, Qualification and Training
3. Quality Assurance Process
4. Policy and Procedure/Protocol Compliance
5. Teamwork and Leadership

The El Dorado County EMS Agency Medical Director shall provide an annual written report evaluating CAL TAHOE's clinical and response time performance during the previous contract year. In preparing this annual evaluation, the El Dorado County EMS Agency Medical Director shall rate CAL TAHOE's clinical reliability and response time performance in five (5) areas in accordance with certain specific criteria. The five areas shall be discussed jointly between the El Dorado County EMS Agency Medical Director and CAL TAHOE so as to more accurately measure the performance with certain measurable standards each year.

The numerical score earned by CAL TAHOE over the previous contract year shall determine CAL TAHOE's eligibility for a one-year extension to the ambulance service Contract, to be added to the then-remaining term of the Contract as provided for in this Contract. Earned renewal rights shall be conditioned on CAL TAHOE's earning an average score equal to or in excess of 3.0 for the previous 12-month period for the five areas, as rated in accordance with the following criteria:

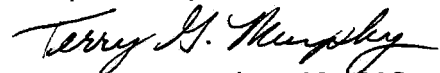
CRITERIA	
SCORE	
0	Chronic failure to comply with the System Standard of Care and/or contractual response time requirements of such nature and magnitude that public health and safety is threatened.
1	Frequent failure to comply with the System Standard of Care and or contractual response time requirements, with a poor record of responsive and effective effort to correct such deficiencies as they are discovered.
2	Occasional but still excessive failure to comply with the System Standard of Care and/or contractual response time requirements, with a marginal record of responsive and effective effort to correct such deficiencies as they are discovered.
3	Substantial compliance with the System Standard of Care and/or contractual response time requirements, with a good record of responsive and effective effort to correct deficiencies as they are discovered.
4	Highly reliable compliance with the System Standard of Care and/or contractual response time requirements, with a superior record of responsive and effective effort to correct deficiencies as they are discovered.
5	Exemplary compliance with the System Standard of Care and/or contractual response time requirements, with a history of leadership in efforts to advance the System Standard of Care, and an impressive record of relentless effort to identify and correct performance deficiencies.

The El Dorado County EMS Agency will annually certify that CAL TAHOE has been in compliance with the terms of the Contract and response time requirements.

The El Dorado County EMS Agency will annually certify that CAL TAHOE has continued to provide Base 9-1-1 Emergency Services within the contracted reimbursement level.

lack of satisfactory progress to comply with EMD requirements may jeopardize future requests for contract extension. Executive Director Conradson has agreed to work on this concern. Meanwhile, the care provided residents and visitors to the Cal Tahoe area remains high and the fire chiefs, and paramedics are to be commended for their tireless commitment to excellence, safety, and public service.

Respectfully submitted,



Terry G. Murphy MD, MS
Medical Director
El Dorado County EMS Agency

CC: Miles Julihn
Todd Conradson

Reference
Copy

Original Contract

Amendment I

Amendment II

IV

**CONTRACT
for
PREHOSPITAL ADVANCED LIFE SUPPORT
AND DISPATCH SERVICES**

between
THE COUNTY OF EL DORADO
and
**CALIFORNIA TAHOE
EMERGENCY SERVICES OPERATIONS AUTHORITY**

Amendment IV

THIS AMENDMENT IV to that CONTRACT made and entered into on September 1, 2001 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the California Tahoe Emergency Services Operations Authority, (hereinafter referred to as "CAL TAHOE"), whose principal place of business is 300 North Lake Boulevard, Tahoe City, CA 96145, and whose mailing address is P.O. Box 8358, Tahoe City, CA 96145-8358;

WITNESSETH

WHEREAS, CAL TAHOE is presently under contract with COUNTY to provide Prehospital Advanced Life Support services and dispatch services under a public utility model to the entire population of CSA No.3 South Shore Area and a part of Alpine County, except for the "Tahoe West Shore Zone of Benefit"; and

WHEREAS, CAL TAHOE conducts interfacility transfers of mental health patients by ambulance from Barton Memorial Hospital to an appropriate psychiatric treatment facility; and

WHEREAS, Section V, Article III of this agreement allows the parties to negotiate revisions when there is a significant change in service demand levels;

WHEREAS, a significant increase has occurred in the number of the mental health transfers over that conducted by CAL TAHOE during its first year of operation; and

WHEREAS, the rate of collection for mental health transfers and the resulting payment to CAL TAHOE is significantly less than the rate of collection for non-mental health transfers; and

WHEREAS, it is the intent of both parties to compensate CAL TAHOE fairly for this difference in collection rates between mental health transfers and non-mental health transfers;

NOW, THEREFORE, COUNTY and CAL TAHOE do hereby agree to amend this Contract as follows:

SECTION VIII – GENERAL CONTRACT REQUIREMENTS

Article VIII, Compensation for Services, New Item F. Annual Payment for Mental Health Transfers, is added along with a numbering change for existing subsequent Items F, G, H and I as follows:

F. Annual Payment for Mental Health Transfers

COUNTY shall reimburse CAL TAHOE for mental health transfers annually in arrears. A retroactive payment shall be made to include FY 2002-03 and FY 2003-04. Annual payments thereafter will apply to a prior fiscal year and be calculated using the following methodology:

1. Twelve months after the end of a fiscal year, the total number of mental health transfers completed the subject fiscal year will be determined from ambulance billing records. Adjusted Call Volume will then be calculated by subtracting 28 (the base number of mental health transfers being provided at the time CAL TAHOE assumed the ambulance service contract) from the total number of mental health transfers completed in the subject year.

Example:

Total mental health transfers completed in FY 03-04	107
Less base number of mental health transfers	<u>- 28</u>
Adjusted Call Volume	79

2. The Average Charge Per Call for all mental health transfers in the subject fiscal year will be calculated by determining the total charges for all mental health transfers and dividing the sum by the total number of mental health transfers.

Example:

Total charges for all mental health transfers in FY 03-04 equal \$124,780
Total number of mental health transfers in FY 03-04 equals 107
 $\$124,780 \div 107 = \$1,166$ Average Charge Per Call

3. The Difference between the percent of charges collected for non-mental health transfers and the percent of charges collected for mental health transfers for the subject fiscal year will be calculated.

Example:

Percent of non-mental health transfer charges collected for FY 03-04	71%
Less percent of mental health transfer charges collected for FY 03-04	<u>- 35%</u>
Difference	36%

4. Annual payment will be calculated using the following formula:

Annual Payment = Adjusted Call Volume x Average Charge Per Call x Difference between percent of charges collected for all non-mental health transfers less percent of charges collected for all mental health transfers.

Example:

<i>Adjusted Call Volume for FY 03-04</i>	79
<i>Average Charge Per Call for FY 03-04</i>	\$1,166
<i>Percent Difference between charges collected for all non-mental health and all mental health transfers</i>	36%

For FY 03-04 $79 \times \$1,166 \times 36\% = \$33,161$

5. A Service Charge of 7% for billing and collection services will be deducted from the calculation of the annual payment in Step 4 to determine the Final Adjusted Annual Payment.

Example:

<i>Annual Payment for FY 03-04</i>	\$33,161
<i>Service Fee</i>	<u>- \$2,321</u>
<i>Difference</i>	\$30,840

For FY 03-04 $\$33,161 - (\$33,161 \times 7\%) = \$30,840$

6. Prepare Claim Voucher for the Final Adjusted Annual Payment on annual basis.

G. Additional Compensation for Standby and Disaster Services

1. Standby Services: COUNTY will reimburse CAL TAHOE 93% of actual revenue received for special event and standby event services provided by CAL TAHOE. Seven percent (7%) will be retained by COUNTY for billing and collection services.
2. Compensation for Disaster Services: COUNTY will reimburse CAL TAHOE 100% of payments received from State and federal agencies specifically designated to reimburse CAL TAHOE for direct, unusual expense of providing disaster services.

H. Financial Statements and Reports

CAL TAHOE agrees that any revenue from non-emergency interfacility transfers and standby services for special events which is obtained or derived outside the services required by this Contract shall be reinvested exclusively for the purposes of enhancement of the CAL TAHOE CSA No. 3 South Shore Area operations. CAL TAHOE shall submit a written proposal to the EL Dorado County Public Health Director detailing the proposed reinvestment including a narrative describing its anticipated service value.

CAL TAHOE shall also comply with such other miscellaneous financial reporting requirements as may be specified by COUNTY, provided that these additional reporting requirements shall not be unreasonable or excessively cumbersome to CAL TAHOE.

I. Annual Audit

CAL TAHOE acknowledges and agrees that the El Dorado County Public Health Department shall contract and bear the costs for an outside certified public accountant to conduct an annual audit of CAL TAHOE's books and records. The audit period shall be July 1 through June 30. If audit findings exist, CAL TAHOE shall submit a corrective action plan to the El Dorado County Public Health Department within thirty (30) days of receipt of the audit report. The El Dorado County Public Health Department shall forward the report to the County Auditor-Controller and to the El Dorado County Board of Supervisors along with an El Dorado County Public Health Department management response.

J. Accounts Receivable/Billing

COUNTY shall manage all accounts receivable associated with this Contract. CAL TAHOE shall not engage in any billing activity associated with services provided by this Contract.

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this Agreement remains subject to early termination by COUNTY as set forth in the original document.

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

CAL TAHOE



Leo Horton, Chairperson
CAL TAHOE Board of Directors


10-12-05
Date



CAL TAHOE Board Secretary

10/11/05
Date

COUNTY OF EL DORADO



Charlie Paine, Chairman
El Dorado County Board of Supervisors

10/25/05
Date

ATTEST
Cindy Keck, Clerk

By:  Date: 10/25/05
Deputy Clerk

A-3

09-0827.C.33

CONTRACT
for
**PREHOSPITAL ADVANCED LIFE SUPPORT
AND DISPATCH SERVICES**
between
THE COUNTY OF EL DORADO
and
**CALIFORNIA TAHOE
EMERGENCY SERVICES OPERATIONS AUTHORITY**
Amendment III

THIS AMENDMENT III to that CONTRACT made and entered into on September 1, 2001 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the California Tahoe Emergency Services Operations Authority, (hereinafter referred to as "CAL TAHOE"), whose principal place of business is 300 North Lake Boulevard, Tahoe City, CA 96145, and whose mailing address is P.O. Box 8358, Tahoe City, CA 96145-8358;

WITNESSETH

WHEREAS, CAL TAHOE is presently under contract with COUNTY to provide prehospital Advanced Life Support services and dispatch services under a public-utility model to the entire population of CSA No.3 South Shore Area and a part of Alpine County, except for the "Tahoe West Shore Zone of Benefit"; and

WHEREAS, deductions are made to monthly payments by COUNTY to CAL TAHOE for all applicable penalties due to late response times; and

WHEREAS, such late response penalties are also forgiven and refunded to CAL TAHOE when on-time performance exceeds 92% in any priority during a contract quarter; and

WHEREAS, CAL TAHOE has a demonstrated record of on-time performance such that all penalties previously assessed have been refunded during the first three years of operation; and

NOW, THEREFORE, COUNTY and CAL TAHOE do hereby agree to amend this Contract as follows:

SECTION VIII – GENERAL CONTRACT REQUIREMENTS

Article VII, Compensation for Services, Item B. Fines and Penalties, is replaced in its entirety with the following:

B. Fines and Penalties

With the exception of per minute penalties for late responses, the total of all other fines and penalties for the previous month shall be deducted prior to monthly payment to CAL TAHOE. Per minute penalties for late responses will be assessed annually as specified in SECTION VIII, Article XI, Response Time Standards, D. Reconciliation of Monthly Compensation. Applicable categories of fines and penalties are listed here, referencing the location of detailed descriptions within the Contract.

Penalties and fines may be waived by COUNTY if acceptable reasons are presented by CAL TAHOE. Should CAL TAHOE disagree with any penalties assessed, the penalty appeal process is described in SECTION IX, Article XI (Page 53 & 54).

1. Failure to meet maximum response times:

Fine: \$10 per minute (or fraction thereof) to a maximum of \$500 per incident

Reference: SECTION V, STANDARDS of SERVICE for PREHOSPITAL ALS, Article XIII, Penalties and Incentives for Response Time Requirements (Pages 24-26)

2. Non-Performance (effective January 1, 2002 for Priorities 1 & 2, and February 1, 2002 for Priorities 3, 4, 5 & 6 in addition to per run penalties) – Systemwide response times for various Priorities fall below 90% for any given month:

Fine: \$500 to \$5,000 fine, depending on priority

Reference: SECTION V, STANDARDS of SERVICE for PREHOSPITAL ALS, Article XIII, Penalties and Incentives for Response Time Requirements (Pages 24-26)

3. Late Response Time Reports:

Fine: \$100 per day past the due date, until received

Reference: SECTION V, STANDARDS of SERVICE for PREHOSPITAL ALS, Article XI, Article XIII, Penalties and Incentives for Response Time Requirements (Page 24-26)

4. Late PCR's:

Fine: \$25 per day per occurrence

Reference: SECTION VII – DATA COLLECTION and REPORTING REQUIREMENTS, Article II, Prehospital Care Report/Billing Forms (Page 32-33)

Article XI, Response Time Standards, Item D. Reconciliation of Monthly Compensation, is replaced in its entirety with the following:

D. Reconciliation of Annual Compensation

COUNTY shall assess all per minute penalties on an annual basis at the end of each contract year. After reviewing each contract quarter to determine if any penalties shall be forgiven for superior response time performance, COUNTY shall deduct all applicable penalties from the first payment of the succeeding contract year. All such penalties and fines will be itemized by the El Dorado County EMS Agency, and supporting documentation will be attached.

If CAL TAHOE takes exception to any penalty assessed, the provision for review and appeal is given in the Penalty Appeal Process as described in Section IX, Article XI – Penalty Appeal Process.

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this Agreement remains subject to early termination by COUNTY as set forth in the original document.

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

CAL TAHOE



Chairperson
CAL TAHOE Board of Directors

2-17-05
Date



CAL TAHOE Board Secretary

2/17/05
Date

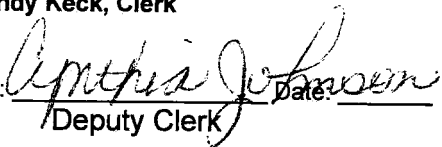
COUNTY OF EL DORADO



Charlie Paine, Chairman
El Dorado County Board of Supervisors

March 15, 2005
Date

ATTEST
Cindy Keck, Clerk

By:  March 15, 2005
Deputy Clerk Date

A-2

09-0827.C.38

CONTRACT
for
**PREHOSPITAL ADVANCED LIFE SUPPORT
AND DISPATCH SERVICES**
between
THE COUNTY OF EL DORADO
and
**CALIFORNIA TAHOE
EMERGENCY SERVICES OPERATIONS AUTHORITY**
Amendment II

THIS AMENDMENT II to that CONTRACT made and entered into on September 1, 2001 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the California Tahoe Emergency Services Operations Authority, (hereinafter referred to as "CAL TAHOE"), whose principal place of business is 300 North Lake Boulevard, Tahoe City, CA 96145, and whose mailing address is P.O. Box 8358, Tahoe City, CA 96145-8358;

WITNESSETH

WHEREAS, CAL TAHOE is presently under contract with COUNTY to provide prehospital Advanced Life Support services and dispatch services under a public utility model to the entire population of CSA No.3 South Shore Area and a part of Alpine County, except for the "Tahoe West Shore Zone of Benefit"; and

WHEREAS, COUNTY and the CAL TAHOE agree that it is necessary to more clearly define all expectations and regulations regarding the provision of Standby and Special Event Services in the current CAL TAHOE Contract and to assure consistency in the provision of standby services in all areas of the County; and

WHEREAS, it is necessary to exempt CAL TAHOE from late response penalties when the ambulance is downgraded by first responders prior to exceeding the applicable response time standard; and

WHEREAS, any new ambulances acquired for CAL TAHOE ALS services after January 1, 2004 will be required to have updated ambulance markings per the amended specifications herein; and

WHEREAS, COUNTY is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), and CAL TAHOE is defined as a Business Associate of COUNTY under this law; therefore, specific requirements are necessary for the protection of any disclosure of patient's PHI as it relates to use and disclosure pursuant to this Agreement; and

WHEREAS, County acknowledges that CAL TAHOE, as a Business Associate and not a covered entity, will not assign a Privacy Officer, nor will CAL TAHOE develop a Privacy Policy to implement the terms of this Amendment beyond the Scope of Use and Disclosures as described in Appendix H; and

WHEREAS, County acknowledges and CAL TAHOE assures that CAL TAHOE, in its capacity as an administrative/management organization of CAL TAHOE and as a Business Associate of the county, will perform its obligations under this Amendment relating to CAL TAHOE Member Agencies by obtaining from Member Agencies a "Subcontractor Agreement Regarding HIPAA", to gain assurances that Member Agencies will safeguard protected health information by taking reasonable measures as outlined in this Amendment; and,

WHEREAS, County acknowledges that as a covered entity the County is not required to monitor or oversee the means by which CAL TAHOE carries out privacy safeguards or the extent to which CAL TAHOE abides by the privacy requirements of this Amendment; and,

WHEREAS, County acknowledges that as a Business Associate, CAL THOE, in its "Business Subcontractor Agreement Regarding HIPAA" with JPA Member Agencies, is not required to monitor or oversee the means by which the Member Agencies carry out privacy safeguards or the extent to which Member Agencies abide by the privacy requirements of the Business Associate Agreements; and

WHEREAS, CAL TAHOE acknowledges and agrees, that the County as a covered entity, will take reasonable steps to cure any breach or end any violation of the assurances made in this Amendment, up to and including termination of the Contract; and, CAL TAHOE agrees to take similar measures regarding any breach or violation by its Member Agencies in compliance with the Privacy Rule of the Health Insurance Portability and Accountability Act ("HIPAA");

NOW, THEREFORE, COUNTY and CAL TAHOE do hereby agree to amend this Contract as follows:

SECTION V – STANDARDS OF SERVICE FOR PREHOSPITAL ALS

Article V, Standby and Special Event Coverage, is replaced in its entirety with the following:

A. Non-dedicated Standby Ambulance Service

Upon request by law enforcement and/or fire departments, and where available units/staffing exist, CAL TAHOE may furnish courtesy stand-by ambulance coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public.

Other community service oriented entities may request non-dedicated standby ambulance coverage for special events from CAL TAHOE. CAL TAHOE is encouraged to provide such non-dedicated stand-by coverage to events when possible.

CAL TAHOE will offer such non-dedicated standby ambulance services at no charge.

B. Dedicated Standby Ambulance Service

Community service oriented entities or commercial enterprises may request dedicated stand-by ambulance coverage for special events from CAL TAHOE. Each dedicated standby ambulance service event shall have a two-hour minimum.

CAL TAHOE may also make personnel available, without an ambulance vehicle, for pre-scheduled standby and special events coverage at an hourly rate consistent with the County Board of Supervisors approved Rate Schedule. No minimum time will be required for personnel-only events.

CAL TAHOE will offer such dedicated standby ambulance services at the rates established by the El Dorado County Board of Supervisors. CAL TAHOE is hereby authorized by COUNTY to execute any necessary contracts for these services with the requester of services. CAL TAHOE shall secure all billing information required by COUNTY so that COUNTY can bill the responsible parties for such services, and provide to COUNTY a copy of any such contract and required billing information.

If CAL TAHOE is requested to provide such services with a dedicated ambulance, then CAL TAHOE may provide such services and be reimbursed by COUNTY at a rate equal to 93% of the COUNTY revenue generated by CAL TAHOE for standby services.

SECTION V – STANDARDS OF SERVICE FOR PREHOSPITAL ALS

Article XI, Response Time Standards, Item D. Response Time Measurement for Primary Response Areas; part 2. Upgrades, Downgrades and Reassignments; sector b. Downgrades, is replaced with the following:

b. Downgrades

Downgrades may be initiated by first responders. If an assignment is downgraded prior to the arrival on scene of the first ALS ambulance, CAL TAHOE's compliance with Contract standards and penalties will be calculated based on:

- If the unit is downgraded before it would have been judged late under the higher priority standard and the request by a first responder to reduce the ambulance to "Code 2" (i.e., non-emergent) is documented by CAD records, no late penalty will be assessed.
- If the unit is downgraded after the unit would have been judged "late" under the original priority, CAL TAHOE's compliance and any penalties will be calculated on the response time standard applicable to the final priority assigned by communications.

SECTION VI – EQUIPMENT AND SUPPLY REQUIREMENTS

Article I – Ambulance Vehicles, Section B. Vehicle Markings, is deleted in its entirety and replaced by the following:

B. Vehicle Markings

All ambulances purchased after January 1, 2004 shall be marked as described in Appendix D, Amended, effective upon execution of this Amendment. CAL TAHOE shall not modify ambulance vehicle markings without the expressed written consent of COUNTY. Remarkings of existing ambulances owned by CAL TAHOE to conform with the specifications of Appendix D, Amended is not required.

SECTION VIII – CONTRACT REQUIREMENTS

Article XXVII – HIPAA is added to read as follows:

Article XXVII – HIPAA

Under this Agreement, CAL TAHOE will provide services to COUNTY, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to CAL TAHOE for the purposes of carrying out its obligations. CAL TAHOE agrees to comply with all the terms and conditions of Appendix H, 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.

In as much as an exchange of Protected Health Information (PHI) will occur between CAL TAHOE and COUNTY, CAL TAHOE agrees to require their subcontractors to faithfully distribute to patient the County supplied "El Dorado County Notice of Privacy Practices" before the first delivery of service for all non-emergency transfers and dry runs with patient contact, where services will be 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.

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this Agreement remains subject to early termination by COUNTY as set forth in the original document.

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

CAL TAHOE

Judy Brown
Judy Brown, Chairperson
CAL TAHOE Board of Directors

9-2-4
Date

Donald A Hale
CAL TAHOE Board Secretary

9/2/04
Date

COUNTY OF EL DORADO

Rusty Dupray
Rusty Dupray, Chairman
El Dorado County Board of Supervisors

9-21-04
Date

ATTEST
Cindy Keck, Clerk

By Cynthia Johnson Date 9-21-04
Deputy Clerk

APPENDIX D, AMENDED

Specifications for the Marking of El Dorado County Ambulances

A. Vehicle Striping – General

The driver, passenger, and rear side of the vehicle are striped the same. The top stripe is located 46 $\frac{3}{4}$ inches below the drip rail. The stripe is red reflective and is 1 $\frac{1}{2}$ inches thick and has a $\frac{1}{4}$ inch black pin stripe line on each side of the red stripe. There is a 1 $\frac{3}{4}$ -inch space between the first and the second stripe. The second stripe is non-reflective, 9 $\frac{1}{2}$ inches wide and has a $\frac{1}{4}$ inch black pin stripe on each side of the red stripe. There is a 1 $\frac{3}{4}$ -inch space between the second and third stripe. The third stripe is the same specifications as the first stripe.

B. Medic Unit Identification Plate – Specifications

All medic unit number identification plates are constructed of stainless steel and measure 16 $\frac{3}{4}$ inches wide by 6 $\frac{1}{2}$ inches high with a $\frac{1}{2}$ inch lip around 3 sides of the plate to hold the slide in identification plate. The slide in identification plate is 16 $\frac{1}{4}$ inches wide by 6 inches high. The plate is white with red 5 $\frac{3}{4}$ inch red reflective letters with $\frac{1}{4}$ inch black stripes.

C. Vehicle Lettering – Module Sides (see Figures 1 & 2)

- a. The driver and passenger sides have the same words identifying *El Dorado County Emergency Medical Services* (Font Style "Clarendon"). The words *El Dorado County* are 6 inch red reflective letters with a $\frac{1}{4}$ inch black pin stripe around each letter. The highest arch of the lettering is located 12 inches from the bottom of the drip rail. The words *Emergency Medical Services* are 4 inch red reflective letters with a $\frac{1}{4}$ inch black pin stripe around each letter. The words *Emergency Medical* are 6 inches below the highest point of the arch of the letters *El Dorado County*. The word *Services* is 3-inch below *Emergency Medical*.
- b. The word *Fire* is 13 $\frac{1}{8}$ inches from the rear of the ambulance. The lettering is white reflective with a $\frac{1}{4}$ inch black pin stripe around each letter. The lettering is applied over the red stripe.
- c. Except where otherwise noted, all numbers and lettering font style is "Helvetica".



Figure 1 – Driver's Side View



Figure 2 – Passenger Side View

D. Vehicle Lettering – Module Rear (see Figure 3)

a. Medic Unit Number Plate

The top of the driver side number plate is located 19 inches below the drip line and 1½ inches from the door rail molding on the oxygen door. The top of the passenger side number plate is located 9¾ inches below the top of the door drip line and centered on the compartment door.

b. Medic Unit Number

The top of the number plate is located 40½ inches below the bottom of the drip rail and centered between the passenger side of the patient cabin and the rear doors.

c. Paramedic

The word *Paramedic* is centered on the patient cabin. The top of the letters is 2 1/8 inches from the bottom of the light bar. The letters are 4 inch white reflective with ¼ inch pin stripe around each letter.

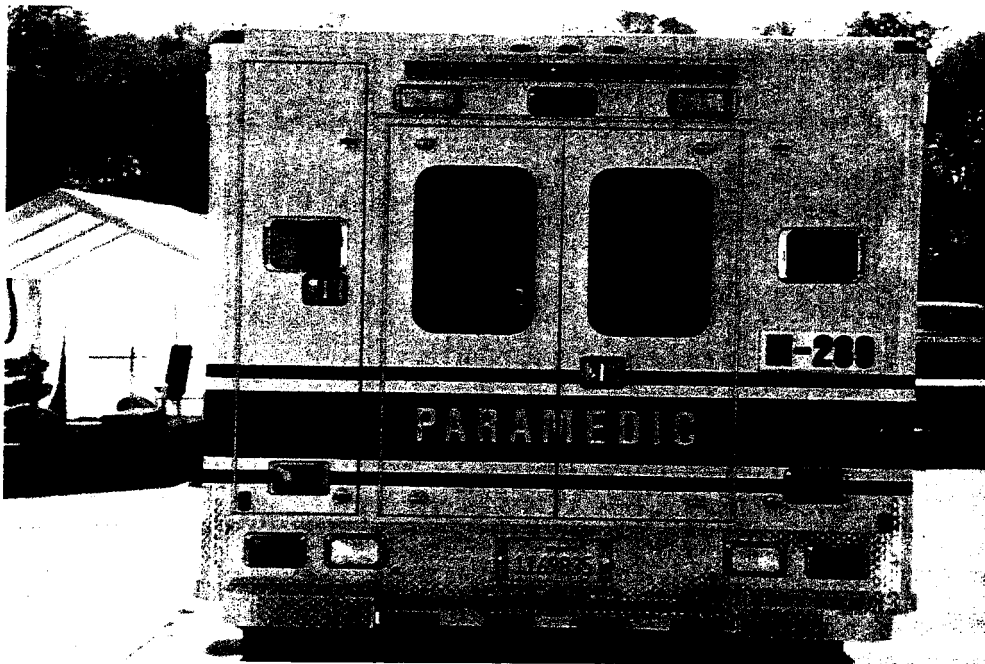


Figure 3 – Rear View

E. Vehicle Lettering – Module Front (see Figure 4)

a. Medic Unit Number

The top of the number plate is located $8 \frac{1}{4}$ inches below the bottom of the light bar and inset $10 \frac{3}{4}$ inches from the edge of the trim piece on the front of the patient cabin.

b. Paramedic

The word *Paramedic* is centered on the front of the patient cabin. The top of the letters is $2 \frac{1}{8}$ inches from the bottom of the light bar. The letters are 4 inch red reflective with $\frac{1}{4}$ inch pin stripe around each letter.

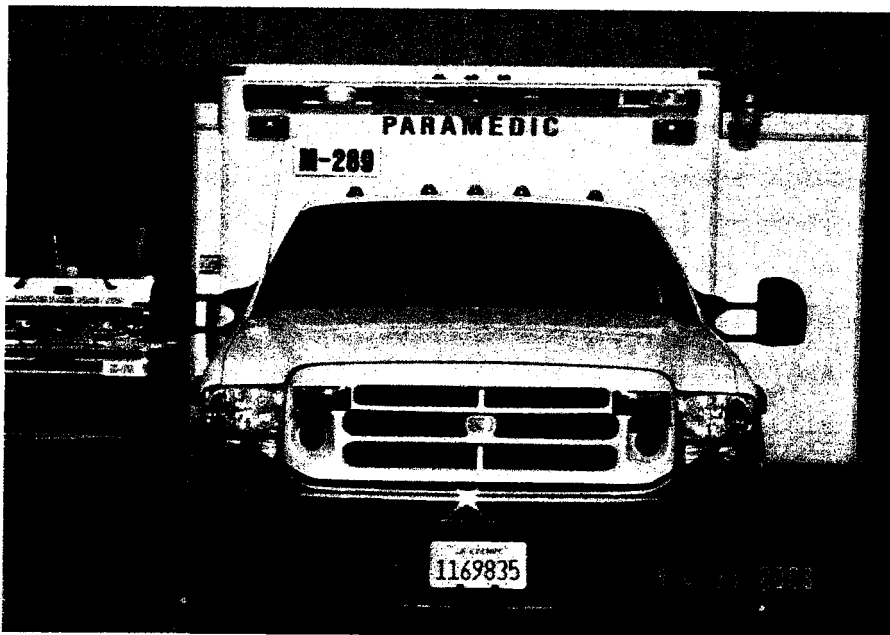


Figure 4 – Front View

Appendix H

HIPAA Business Associate Agreement Amendment to
Contract between the County of El Dorado

and
California Tahoe Emergency Services Operations Authority

This HIPAA Business Associate Agreement Amendment (“Amendment”) entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “COUNTY”) and California Tahoe Emergency Services Operations Authority (hereinafter referred to as “CAL TAHOE”) supplements and is made part of the CAL TAHOE Prehospital Advanced Life Support and Dispatch Services Contract (“Underlying Agreement”) as of the date of approval by the parties (the “Effective Date”).

RECITALS

WHEREAS, COUNTY and CAL TAHOE entered into the Underlying Agreement pursuant to which CAL TAHOE provides services to COUNTY, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) may be made available to CAL TAHOE 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 and 164 (the “Privacy 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, CAL TAHOE, when a recipient of PHI from COUNTY, is a Business Associate as defined in the Privacy Rule; and,

WHEREAS, the parties agree that any disclosure or use of PHI be in compliance with the Privacy 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 Amendment, 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 CAL TAHOE of COUNTY Disclosed PHI.
 - A. CAL TAHOE shall be permitted to use PHI disclosed to it by COUNTY:

- (1) on behalf of COUNTY, or to provide services to COUNTY for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by COUNTY, or the minimum necessary policies and procedures of 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 Amendment or Required by Law, CAL TAHOE 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 CAL TAHOE's proper management and administration or to fulfill any legal responsibilities of CAL TAHOE. CAL TAHOE may disclose PHI as necessary for CAL TAHOE's operations only if:
 - (a) The disclosure is Required by Law; or
 - (b) CAL TAHOE obtains written assurances from any person or organization to which CAL TAHOE 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 CAL TAHOE disclosed it to the third party, or as Required by Law; and,
 - (ii) the third party will notify CAL TAHOE 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 CAL TAHOE by COUNTY not authorized by the Underlying Agreement or this Amendment 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 CAL TAHOE under this Amendment provided that the de-identification conforms to the requirements of the Privacy Rule

and does not preclude timely payment and/or claims processing and receipt.

- C. CAL TAHOE 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 Amendment, or as Required by Law, or as otherwise permitted by law.
3. Obligations of CAL TAHOE. In connection with its use of PHI disclosed by COUNTY to CAL TAHOE, CAL TAHOE agrees to:
- A. Use or disclose PHI only as permitted or required by this Amendment 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 Amendment.
 - C. To the extent practicable, mitigate any harmful effect that is known to CAL TAHOE of a use or disclosure of PHI by CAL TAHOE in violation of this Amendment.
 - D. Report to COUNTY any use or disclosure of PHI not provided for by this Amendment of which CAL TAHOE becomes aware.
 - E. Require sub-contractors or agents to whom CAL TAHOE provides PHI to agree to the same restrictions and conditions that apply to CAL TAHOE pursuant to this Amendment.
 - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from COUNTY.
 - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
4. PHI Access, Amendment and Disclosure Accounting.
CAL TAHOE agrees to:
- A. Provide access, at the request of COUNTY, within five (5) days, to PHI in a Designated Record Set, to COUNTY, or to an Individual as directed by COUNTY.
 - B. To make any amendment(s) to PHI in a Designated Record Set that 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 COUNTY in meeting its disclosure accounting under HIPAA:
 - (1) CAL TAHOE agrees to document such disclosures of PHI and information related to such disclosures as would be required

for COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI.

(2) CAL TAHOE agrees to provide to COUNTY or an Individual, within sixty (60) days, information collected in accordance with this section to permit COUNTY to respond to a request by an Individual for an accounting of disclosures of PHI.

(3) CAL TAHOE shall have available for COUNTY the information required by this section for the six (6) years preceding COUNTY's request for information (except CAL TAHOE need have no information for disclosures occurring before April 14, 2003).

D. Make available to COUNTY, or to the Secretary of Health and Human Services, CAL TAHOE's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining CAL TAHOE'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 CAL TAHOE.

F. Within thirty (30) 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 CAL TAHOE'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 effort to promptly notify CAL TAHOE in writing of any restrictions on the use and disclosure of PHI agreed to by COUNTY that may affect CAL TAHOE's ability to perform its obligations under the Underlying Agreement, or this Amendment.

B. COUNTY agrees that it will make its best effort to promptly notify CAL TAHOE 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 CAL TAHOE's ability to perform its obligations under the Underlying Agreement, or this Amendment.

C. COUNTY agrees that it will make its best effort to promptly notify CAL TAHOE in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect CAL TAHOE's use of disclosure of PHI.

- D. COUNTY shall not request CAL TAHOE 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 CAL TAHOE can perform its obligations under this Amendment and/or the Underlying Agreement.
6. Term and Termination. This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein.
7. Amendment to Indemnity.

CAL TAHOE 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 CAL TAHOE, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Amendment, 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 CAL TAHOE, its officers, agents, employees, subcontractors, agents or representatives from this Amendment. CAL TAHOE 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 CAL TAHOE, CAL TAHOE 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 CAL TAHOE's indemnification to COUNTY as set forth herein. CAL TAHOE's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CAL TAHOE 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 CAL TAHOE's expense, for the defense or settlement thereof. CAL TAHOE's obligation hereunder shall be satisfied when CAL TAHOE 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 Amendment shall in no way limit or circumscribe CAL TAHOE's obligations to indemnify and hold harmless COUNTY herein from third party claims arising from the issues of this Amendment.

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 CAL TAHOE from indemnifying 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 Amendment, this indemnification shall only apply to the subject issues included within this Amendment.

8. Amendment. The parties agree to take such action as is necessary to amend this Amendment from time to time as is necessary for COUNTY to comply with the Privacy Rule and HIPAA generally.
9. Survival. The respective rights and obligations of this Amendment shall survive the termination or expiration of this Amendment.
10. Regulatory References. A reference in this Amendment to a section in the Privacy Rule means the section as in effect or as amended.
11. Conflicts. Any ambiguity in this Amendment and the Underlying Agreement shall be resolved to permit COUNTY to comply with the Privacy Rule and HIPAA generally.
12. Except as herein amended, all other parts and sections of this Agreement with CAL TAHOE, shall remain unchanged and in full force and effect.

CONTRACT
for
**PREHOSPITAL ADVANCED LIFE SUPPORT
AND DISPATCH SERVICES**

Amendment I

THIS AMENDMENT to that CONTRACT, made and entered into on September 1, 2001 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the California Tahoe Emergency Services Operations Authority, (hereinafter referred to as "CAL TAHOE"), whose principal place of business is 300 North Lake Boulevard, Tahoe City, CA 96145, and whose mailing address is P.O. BOX 8358, Tahoe City, CA 96145-8358;

WITNESSETH

WHEREAS, CAL TAHOE is presently under contract with COUNTY to provide prehospital Advanced Life Support services and dispatch services under a public utility model to the entire population of CSA No.3 South Shore Area and a part of Alpine County, except for the "Tahoe West Shore Zone of Benefit" ; and

WHEREAS, COUNTY desires to authorize the provision of prehospital Advanced Life Support services and dispatch services to certain clients of Enki Health and Research Systems, Inc. (Enki Health), doing business as Alpine County Behavioral Health Services in Alpine County; and

WHEREAS, CAL TAHOE agrees to provide prehospital non-emergency Advanced Life Support services and dispatch services to said clients of Enki Health;

NOW, THEREFORE, COUNTY and CAL TAHOE do hereby agree to amend this Contract as follows:

SECTION II – GENERAL SERVICE PROVISIONS, Article I – General, A. Scope of Service is replaced with the following:

A. Scope of Service

CAL TAHOE will exclusively provide all emergency ground ambulance service (Priorities 1, 2, & 3 as defined in Section V, Article XI, C.), including ambulance dispatch, for the entire population of CSA No.3 South Shore Area, and a part of Alpine County (specifically, the response areas identified on the maps in Appendix A), except for the "Tahoe West Shore Zone of Benefit" in the County of El Dorado. CAL TAHOE will cooperate with COUNTY in competing for non-emergency ambulance service business (Priorities 4, 5, & 6 as defined in Section V, Article XI, C.). EMS Aircraft utilized for the purpose of prehospital emergency patient response and transport are provided by established public and private operators and will not be the responsibility of CAL TAHOE. Additionally, COUNTY may grant limited special exceptions by contracting with healthcare facilities and other operators within the service area to operate specialized critical care ground transportation units if COUNTY determines that allowing an agency to provide these services to their patients is in the public interest.

Effective upon execution of this Contract Amendment by both parties, CAL TAHOE shall provide non-emergency prehospital advance life support transport services (Priorities 4, 5, & 6) to Enki Health psychiatric clients on a twenty-four hour, seven day a week basis, as needed, and as requested by a Designated 9-1-1 Dispatch Center, as long as services are within the resource limits of El Dorado County.

CAL TAHOE shall not be required to unreasonably deplete its own ALS medical resources, personnel, services or facilities to the detriment of its normal operations and responsibilities in furnishing such services. These services may include non-emergency ALS transport for psychiatric patients located within the boundaries of Alpine County, and/or non-emergency transports from Barton Memorial Hospital in El Dorado County to a designated psychiatric facility.

Documents executed by personnel for billing purposes for services to Enki Health shall be notated "ENKI" where appropriate, to indicate Enki Health is taking financial responsibility for all services provided by CAL TAHOE to their psychiatric patients.

1. In cases where an Enki Health employee is present at the ALS response scene, that employee shall authorize payment for the ALS transport by signing the Financial Responsibility and Assignment of Benefits portion of the Prehospital Care Report (PCR) which is completed for each response. Authorization shall be placed immediately after the patient's name and read, "[Enki Health by _____ (employee's name)]". ALS personnel at the scene shall also mark, "ENKI" in bold letters at the top of the PCR form.

2. In cases where an Enki Health employee is not present at an ALS response scene for transport of a psychiatric patient in Alpine County or from Barton Memorial Hospital, ALS personnel shall inquire of the person in charge at the scene if this is an Enki Health patient, and note the PCR, "ENKI", in bold letters at the top.

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this Agreement remains subject to early termination by County as set forth in the original document.

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

CAL TAHOE



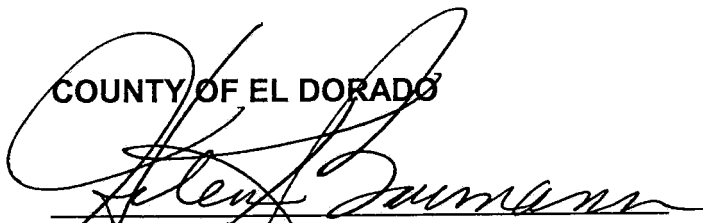
Judy Brown, Chairperson
CAL TAHOE Board of Directors

Date

ATTEST

By:  Date: 01/29/03
Board Secretary


COUNTY OF EL DORADO



Helen K. Baumann, Chairman
El Dorado County Board of Supervisors

February 25, 2003
Date

ATTEST
Dixie L. Foote, Clerk

By:  Date: February 25, 2003
Deputy Clerk

*Original
agreement*

09-0827.C.58

CONTRACT

for

**PREHOSPITAL ADVANCED LIFE SUPPORT
AND DISPATCH SERVICES**

between

THE COUNTY OF EL DORADO

and

**CALIFORNIA TAHOE
EMERGENCY SERVICES OPERATIONS AUTHORITY**

September 1, 2001

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CONTRACT
for
**PREHOSPITAL ADVANCED LIFE SUPPORT
AND DISPATCH SERVICES**

THIS CONTRACT, made and entered into on September 1, 2001 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the California Tahoe Emergency Services Operations Authority, (hereinafter referred to as "CAL TAHOE"), whose principal place of business is 300 North Lake Boulevard, Tahoe City, CA 96145, and whose mailing address is P.O. BOX 8358, Tahoe City, CA 96145-8358;

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 the County of El Dorado 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; and the El Dorado County Emergency Medical Services Agency; and

WHEREAS, El Dorado County Service Area No. 3 (CSA No. 3) 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, a joint powers authority entitled California Tahoe Emergency Services Operations Authority (CAL TAHOE) has been formed to provide prehospital emergency and non-emergency medical services and patient transportation services and dispatch services; and

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

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

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 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.
4. Arrival at the Scene means the time that an emergency response vehicle comes to a physical stop at an emergency scene (wheels stopped).
5. Cancelled Run means a call that is cancelled prior to making patient contact.
6. County means the County of El Dorado, a political subdivision of the State of California. The El Dorado County Public Health Department through the El Dorado County EMS Agency is responsible for the direct oversight of prehospital emergency and non-emergency medical care in the County of El Dorado.
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 El Dorado County EMS Agency Medical Director.
8. Dedicated Ambulance, for the purposes of this Contract, means a fully staffed ambulance committed to provide standby ambulance services during the course of a special event.

9. Designated Dispatch Center, for the purposes of this Contract, means the dispatch agency designated by COUNTY as the Command Center for CSA No. 3 - East Slope Primary Response Areas to dispatch and track requests for emergency and non-emergency medical services within the County of El Dorado .
10. Dry Run means a call that does not result in a patient transport.
11. 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.
12. Emergency Medical Dispatch (EMD) means medical dispatch protocols and pre-arrival instructions approved by the El Dorado County EMS Agency Medical Director and the El Dorado County EMS Agency Administrator , based on the Emergency Medical Dispatch National Standard Curriculum as the standard.
13. Emergency Medical Dispatch (EMD) dispatcher means a dispatcher trained according to the National Highway Traffic Safety Administration (NHTSA): Emergency Medical Dispatch National Standard Curriculum.
14. 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.
15. 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 El Dorado 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.
16. Emergency Medical Services (EMS) means the medical services provided in an emergency.
17. Emergency Medical Services Agency (EMS Agency) means the administrative agency designated through the El Dorado County Public Health Department by the El Dorado County Board of Supervisors pursuant to Health and Safety Code, Section 1797.200.

18. 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.
19. 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.
20. 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 County of El Dorado must additionally be accredited according to standards established by the El Dorado County EMS Agency Medical Director.
21. Hospital Turnaround Time means the length of time from arrival at hospital to the time that an ambulance or medical transportation vehicle is available to respond to a call.
22. Member Agency means a member agency of the California Tahoe Emergency Services Operations Authority (Cal Tahoe) which are: Lake Valley Fire Protection District, North Tahoe Fire Protection District, and South Lake Tahoe Fire Department.
23. 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 local county EMS agency medical director 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.
24. Out-of-Chute means the time from the moment that the ambulance or medical transportation entity is first provided the call information, to the moment that the vehicle leaves their present position to respond to the call (wheels move).
25. Part-Time Advanced Life Support (PTALS) means those ALS units that meet every ALS provider requirement except the provision that they be available on a continuous 24-hours-per-day basis. For this level of service, they may not advertise themselves as being approved ALS service, and they may only respond to ALS calls at such times as the staffing and equipment meet ALS standards.
26. Physician means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.

27. Prehospital Care Report (PCR) means the form approved by the El Dorado County EMS Agency for the purpose of documenting all patient care provided in the County of El Dorado. If service entity is providing service under contract with the County of El Dorado, the PCR shall also include all required billing information.
28. Primary Response Areas means the geographical areas designated by the COUNTY as emergency medical services zones as defined in Appendix A.
29. 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).
30. 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.)
31. 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).
32. Special Event means an event where spectators and/or participants in the event have a potential for illness or injury, or any situation where a previously announced event results in a gathering of persons in one general locale, sufficient in numbers, or engaged in an activity, that creates a need to have one or more EMS resources at the site as defined by the current El Dorado County EMS Agency Policy issued by the El Dorado County EMS Agency Medical Director.
33. System Standard of Care means the most current versions of the County's Emergency Medical Service and Medical Transportation Ordinance, the El Dorado County EMS Agency Policy and Procedure Manual, and any written directives issued by the El Dorado County EMS Agency Medical Director.
34. Time of Dispatch 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.
35. 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. 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.

SECTION II – GENERAL SERVICE PROVISIONS

Article I – General

CAL TAHOE agrees to provide full service emergency and non-emergency Prehospital Advanced Life Support Services and Dispatch Services as described in this Contract, within the terms and conditions of COUNTY's current Emergency Medical Service and Medical Transportation Ordinance, as hereinafter amended. In the performance of its obligation hereunder, it is agreed that CAL TAHOE is subject to medical control or direction of the COUNTY.

A. Scope of Service

CAL TAHOE will exclusively provide all emergency ground ambulance service (Priorities 1, 2, & 3 as defined in Section V, Article XI, C.), including ambulance dispatch, for the entire population of CSA No.3 South Shore Area, and a part of Alpine County (specifically, the response areas identified on the maps in Appendix A), except for the "Tahoe West Shore Zone of Benefit" in the County of El Dorado. CAL TAHOE will cooperate with COUNTY in competing for non-emergency ambulance service business (Priorities 4, 5, & 6 as defined in Section V, Article XI, C.). EMS Aircraft utilized for the purpose of prehospital emergency patient response and transport are provided by established public and private operators and will not be the responsibility of CAL TAHOE. Additionally, COUNTY may grant limited special exceptions by contracting with healthcare facilities and other operators within the service area to operate specialized critical care ground transportation units if COUNTY determines that allowing an agency to provide these services to their patients is in the public interest.

All ambulance services will be provided at the Advanced Life Support (ALS) level. Additionally, CAL TAHOE will furnish stand-by coverage for special events, inter-facility transfers, critical care transport, long distance transfers originating within the County of El Dorado, reasonable mutual aid services, special Contract services, and communications and medical dispatch services. COUNTY expects CAL TAHOE to cooperate in reducing the number of ambulance transports that are not medically necessary.

CAL TAHOE may be required to provide non-exclusive services including other forms of medical transportation including, but not limited to, Wheelchair and Litter Van services. Any such services requested by COUNTY shall be negotiated with CAL TAHOE prior to implementation.

Additionally, CAL TAHOE may not use any of the County of El Dorado's EMS system infrastructure or factors of production employed to provide service under the Contract for any other purpose, unless CAL TAHOE first presents a plan, which includes revenue sharing, to COUNTY and receives approval. Under no circumstances will outside obligations interfere with CAL TAHOE's ability to meet obligations to COUNTY.

B. Applicable Laws

CAL TAHOE 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.

C. CAL TAHOE Accountability

CAL TAHOE shall be directly accountable to the El Dorado County Public Health Department for Contract compliance issues and conformance with operational policy. CAL TAHOE shall be responsible to the El Dorado County EMS Agency, under the direction of the El Dorado County EMS Agency Medical Director, 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 (Barton Memorial Hospital) for day-to-day patient care oversight.

CAL TAHOE 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 Public Health Director.

D. Successors and Waivers

This Contract shall bind the successors of COUNTY and CAL TAHOE 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

Any prior contracts regarding this subject matter between COUNTY and CAL TAHOE, and all prior ALS contracts with Member Agencies for services within CSA No. 3, are hereby terminated as of the effective date of this Contract, with the exception of COUNTY's contract with North Tahoe Fire Protection District for ambulance services to the Tahoe West Shore Zone of Benefit commonly known as "Meeks Bay".

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 CSA No. 3 is Barton Memorial Hospital.
- B. The designated Dispatch Center for CSA No. 3 is the City of South Lake Tahoe Dispatch Center. CAL TAHOE shall respond to requests for prehospital Advanced Life Support services from the designated Dispatch Center.

SECTION III – DISPATCH REQUIREMENTS

Article I – General Dispatch Provisions

CAL TAHOE 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 Priority 1, 2, 3, 4, 5 and 6 ambulance requests for service, as described in Section V, Article XI, C., for the term of this Contract, in accordance with federal, State and local provisions, including but not limited to those outlined below.

Such service shall include, but is not limited to, dispatch personnel, in-service training, quality improvement monitoring, and related support services.

A. Staffing

Staffing levels shall be such that emergency lines will be answered within 18 seconds (by the 3rd ring) in not less than 90% of cases. CAL TAHOE's call-takers will provide medically appropriate priority dispatch and pre-arrival instructions using Medical Priority Dispatch Systems protocols approved by the El Dorado County EMS Agency Medical Director.

B. Hardware

Certain dispatch communications equipment and radios, proposed communication infrastructure enhancements, and other equipment and software employed by CAL TAHOE in the delivery of these services may be furnished by COUNTY (See Appendix B).

C. Computer Aided Dispatch System

CAL TAHOE will provide a computer aided dispatch (CAD) system to be utilized to record dispatch information for all ambulance requests. The CAD time recording system must include the date, hour, minutes and seconds. All radio and telephone communication including pre-arrival instructions and time track must be recorded on tape and retained for a minimum of 365 days.

D. Dispatch facility shall hold current designation as primary or secondary Public Safety Answering Point (PSAP) by State of California.

E. The designated Dispatch Center shall utilize and maintain a computer aided dispatch (CAD) system with specialized separate tracking of EMS and ambulance responses. CAL TAHOE shall notify COUNTY if CAD system is inoperative for more than 24 hours.

F. CAL TAHOE shall provide a system of priority dispatch and pre-arrival instructions together with applicable quality assurance approved by the El Dorado County EMS Agency Medical Director.

G. Priority Dispatch Protocols and Pre-Arrival Instructions

COUNTY utilizes medical dispatch protocols and pre-arrival instructions approved by the El Dorado County EMS Agency Medical Director and the El Dorado County EMS Agency Administrator. These are based on the Emergency Medical Dispatch National Standard Curriculum as the standard:

The priority dispatch and pre-arrival instruction software approved by the EL Dorado County EMS Agency Director is Medical Priority Consultants software program: ProQA for Windows and AQUA (Advanced Quality Assurance for electronic case review), which meet the standards of the National Traffic Safety Administration: Emergency Medical Dispatch National Standard Curriculum.

CAL TAHOE shall ensure that the COUNTY approved priority dispatch and pre-arrival instruction software is installed by the designated Dispatch Center within forty-five (45) days of execution of this Contract. Should conditions outside of the control of CAL TAHOE prevent installation of the software, COUNTY agrees to consider an extension of time. Software shall be fully implemented and in use within 10 days following Dispatch Personnel training, to be provided and funded by COUNTY.

It shall be a major breach of this Contract for CAL TAHOE to fail to respond to a call or to transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide any ambulance services originating within the regulated service area because of the patient's perceived, demonstrated or stated inability to pay for such services, or because of an unavailability status or the location of any ambulance unit at the time of the request.

Adherence to medical dispatch protocols is required. Thus, except where a deviation is clearly justified by special circumstances not contemplated within a dispatch protocol, such medical dispatch protocol shall be strictly followed. Compliance with call-taker and dispatcher questions and pre-arrival instructions shall be a routine part of an integrated quality improvement process and shall be reported on a monthly basis with response statistics.

- H. The designated Dispatch Center shall provide a process that recommends vehicle locations per criteria included in CAL TAHOE's System Status Management Plan (SSMP).

Article II – Dispatch Data and Reporting Requirements

CAL TAHOE shall provide detailed operations, clinical and administrative data in a manner that facilitates its retrospective analysis as outlined below.

A. Dispatch Computer

The dispatch computer supplied by CAL TAHOE shall be capable of the following:

1. Electronic data entry of every response on a real-time basis.

2. Prioritization of deployment planning, displaying calls received for runs pending, runs in progress, transfers scheduled up to 24 hours in advance, and status of ambulance resources available for service.
3. Immediate recall on any current, previous, or pre-scheduled run for inquiry by date, incident number, location or patient name.
5. Simultaneous and continuous printed logs of deployment.
6. Security features preventing unauthorized access or retrospective adjustment and full audit trail documentation.

B. Dispatch Data and Reporting

CAL TAHOE's electronic data system shall be capable of producing the following reports to be utilized in measuring response time compliance:

1. Emergency life threatening and non-life threatening response times by jurisdiction and by user definition per the Medical Priority Dispatch System.
2. Unscheduled non-emergency and scheduled non-emergency response times by jurisdiction and by user definition per the Medical Priority Dispatch System.
3. Out-of-chute response times by crew members.
4. Arrival-at-scene times.
5. Hospital turnaround times by crew members.
6. Emergency and non-emergency responses by hour and day.
7. Dispatch call processing response time reports.
8. Canceled run report.
9. Dry run report.
10. Demand analysis report showing calls by day of week, hour of day.
11. Problem hour assessment.
12. Call priority by hour and day.
13. Ambulance alert exception report (report of any delay between dispatcher's receipt of call and the dispatched request for service to the ambulance unit).

In addition, Dispatch personnel shall fully complete a manual "dispatch card" approved by COUNTY for each dispatch of an ambulance when the computer is

inoperable. Dispatch personnel, following the resumption of normal service of the CAD system, shall enter manual dispatch cards into the CAD system.

C. Quality Assurance and Medical Control

CAL TAHOE's electronic data system shall be capable of capturing and reporting common data elements that are standard for the EMS industry and include the data elements contained in Appendix C as required under the standard established by the National Association of EMS Directors. In addition, it is anticipated that the data system will be capable of reporting adherence to medical dispatch protocols, adherence to primary and secondary medical priority dispatch questioning, and provision of pre-arrival instruction.

Article III – Dispatch Personnel Requirements

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

- A. Trained according to El Dorado County EMS Agency's adopted program of national standards, the National Highway Traffic Safety Administration (NHTSA): Emergency Medical Dispatch National Standard Curriculum.
- B. Utilize ProQA software for management of 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. Utilize AQUA for performance evaluation of EMD.
- D. Maintain and keep current EMD staff certifications.
- E. Provide staff orientation to the emergency medical services system.
- F. Maintain continuing education requirements.
- G. Provide resource management.
- H. Provide operational plan management.
- I. Manage 9-1-1 non-urgent requests for service.
- J. Manage critical care transport requests for service.

Article IV – Record of Dispatch Call

Upon request of the El Dorado County EMS Agency, CAL TAHOE shall provide from Dispatch Center copies of calls on cassette tape for quality assurance purposes. Tapes

shall be delivered to the Agency within five business days from receipt of written, including email, request to CAL TAHOE Executive Director.

SECTION IV – PRIMARY RESPONSE AREAS

This Contract is for all ALS emergency ambulance services, and those non-emergency services dispatched to CAL TAHOE by the designated dispatch center, for that area of the County of El Dorado known as CSA No.3 South Shore Area, and a part of Alpine County (specifically, the Primary Response Areas identified on the maps in Appendix A and as described below) except for the "Tahoe West Shore Zone of Benefit" in the County of El Dorado. CAL TAHOE shall be responsible for providing ALS Emergency Ambulance Service for all requests from the the Designated Dispatch Center.

The Primary Response Areas shall extend to Camp Sacramento heading west on Hwy. 50; up to but not including the Eagle Falls Parking Lot at Emerald Bay heading north on Hwy. 89, except when closed at the south snow gate; to the Nevada state line heading east on Hwy. 50; and under agreement with Alpine County, down Hwy. 89 to Hwy. 88 and west on Hwy. 88 to but not including the Kirkwood Inn parking lot.

CAL TAHOE is responsible for responding to 100% of the Priority 1, 2, and 3 emergency prehospital Advanced Life Support calls that are dispatched by the designated dispatch center that originate within CAL TAHOE's Primary Response Areas, and any of the Priority 4, 5 and 6 non-emergency calls that are dispatched by the designated dispatch center that originate within CAL TAHOE's Primary Response Areas. When all vehicles in service are committed, mutual aid request provisions shall be followed.

SECTION V – STANDARDS of SERVICE for PREHOSPITAL ALS

Performance in this Contract means: appropriately staffed and equipped ambulances and vehicles at the Advanced Life Support level which respond within defined Response Time standards and performance pursuant to the requirements established by COUNTY and articulated in this Contract. Clinical performance must be consistent with approved local medical standards and protocols. The conduct of personnel must be professional and courteous at all times.

Article I – Emergency Medical Standards and Requirements

- A. CAL TAHOE shall provide prehospital Advanced Life Support service response on a continuous twenty-four (24) hour per day basis, unless otherwise specified by the El Dorado County EMS Agency, in which case there shall be adequate justification for the exemption, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 8, Section 100173(b) (1).
- B. CAL TAHOE 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 El Dorado County EMS Agency Policies, Procedures and Field Treatment Protocols; 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. CAL TAHOE, on behalf of itself or a subcontracted responding unit, 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 8.
- D. Part-Time ALS (PTALS) units that meet all ALS service requirements except the provision that the service be available on a 24-hour per day basis may provide part-time service, if the El Dorado County EMS Agency allows the service to be exempt from this requirement. For this level of service, the service may not advertise itself as being an approved ALS service, and they may only provide services at the ALS level at such times as the staffing and equipment meet ALS standards.

Article II – System Status Management

- A. CAL TAHOE shall implement services under this Contract as a part of the emergency medical response system within the designated Primary Response Areas, and adhere to a System Status Management Plan developed by CAL TAHOE and reviewed by the El Dorado County EMS Agency. Such plan shall be in place at all times during the term of this Contract. CAL TAHOE shall submit to the El Dorado County EMS Agency for review and comment any proposed material or permanent changes to the System Status Management Plan at least fifteen (15) days in advance of implementation of any proposed changes.
- B. CAL TAHOE 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 any consecutive hours that may impair patient care, and an individual is not allowed at least twelve (12) hours off, immediately following four (4) 24-hour periods worked. Any exceptions due to extenuating circumstances shall be reported in writing within 72 hours to the El Dorado 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 may recommend remedial corrections to Plan. CAL TAHOE may notify COUNTY

at any time CAL TAHOE deems unit hour utilization levels necessitate a review of the System Status Management Plan.

Article III – Changing Service Demand Levels

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

Article IV – 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. CAL TAHOE 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 CAL TAHOE's System Status Management Plan.
- C. Ambulance crew shall notify the designated Dispatch Center when enroute, upon arrival at scene, upon departure from scene, upon arrival at hospital, and upon departure from hospital. Ambulance crew shall notify the designated Dispatch Center when they are committed to a call, out of service, or when any other status change occurs.
- D. CAL TAHOE shall not cause or allow its ambulances to respond to a location without receiving approval to respond from the designated Dispatch Center for such service at that location. Ambulance staff shall notify the designated Dispatch Center to be assigned to an incident if circumstances are warranted.
- E. 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.
- F. During a patient transport, ambulance crew shall notify the Base Hospital and give a report on patient status, treatment given, and estimated time of arrival. CAL TAHOE shall ensure that prehospital personnel 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.
- G. CAL TAHOE shall ensure that personnel be familiar with local geography throughout the Primary Response Areas.
- H. CAL TAHOE shall allow inspections, site visits or ride-alongs at any time by El Dorado County EMS Agency staff, with reasonable notice, for purposes of

Contract compliance and medical quality assurance. This section does not override COUNTY's rights and responsibilities under Title 22 to perform unannounced site visits. COUNTY will respect any applicable due process in regard to employee rights when conducting an investigation.

- I. 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 response time performance requirements are currently being met.

Article V – Standby and Special Event Coverage

Upon request by law enforcement and/or fire departments, CAL TAHOE shall furnish courtesy stand-by coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public.

Other community service oriented entities may request stand-by coverage from CAL TAHOE. CAL TAHOE is encouraged to provide such non-dedicated stand-by coverage to events if possible. If the Contractor is requested to provide such services with a dedicated ambulance, then CAL TAHOE may provide such services and be reimbursed by COUNTY at a rate equal to 93% of the COUNTY revenue generated by CAL TAHOE for standby services. Each dedicated event shall have a two-hour minimum, plus an hour for set-up and an hour for clean-up. Contractor may also make a paramedic available for pre-scheduled stand-by and special events coverage at an hourly rate. No minimum or additional time for set-up and clean-up will be allowed for paramedic-only events. CAL TAHOE will offer such services at the rate established by the El Dorado County Board of Supervisors and will secure all billing information required by COUNTY so that COUNTY can bill the responsible parties for such services.

Article VI – Personnel Requirements

- A. CAL TAHOE shall maintain a minimum staffing level of not less than one (1) EMT-1 and one (1) EMT-Paramedic for each in-service ambulance. The EMT-Paramedic shall be responsible to provide primary patient care at all times.
- B. CAL TAHOE shall ensure that all Paramedic personnel are licensed by the State of California and accredited by the El Dorado County EMS Agency. CAL TAHOE shall ensure that all EMT-1 personnel are certified by the El Dorado County EMS Agency unless this requirement is specifically waived by the El Dorado County EMS Agency.

Personnel whose certification/accreditation has lapsed shall not be allowed to provide prehospital care within the County of El Dorado until they have met all requirements to bring current their certification/accreditation. CAL TAHOE 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 El Dorado County EMS Agency Policies, Procedures and Field Treatment Protocols are followed. For each new employee, CAL TAHOE shall provide a copy

of such records of certification and/or accreditation to the El Dorado County EMS Agency.

- 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. CAL TAHOE 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. CAL TAHOE 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. CAL TAHOE shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. CAL TAHOE shall provide to the El Dorado County EMS Agency specific records upon request.
- 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, CAL TAHOE's communication chart shall be utilized.
- H. CAL TAHOE shall designate an on-duty or on-call management or supervisory staff, available at all times, who is authorized to act on behalf of CAL TAHOE in all operational matters. The Dispatch Center shall at all times be advised and have available the contact information for the designated staff.
- I. If the CAL TAHOE Executive Director is unavailable during scheduled working hours Monday through Friday, notification shall be given to the El Dorado County EMS Agency.
- J. CAL TAHOE shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; El Dorado County EMS Agency; and City and COUNTY staff.
- K. CAL TAHOE shall ensure professional and courteous conduct at all times from all personnel, office personnel, field supervisors, middle management, officers and executives.
- L. CAL TAHOE shall ensure safe and sanitary living quarters for on-duty personnel.

Article VII – Equal Opportunity Employer

CAL TAHOE shall be an equal opportunity employer and shall be committed to an active Equal Employment Opportunity Program (EEO). It shall be the stated policy of CAL TAHOE 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. CAL TAHOE shall provide qualified paramedic personnel to be Field Training Officers (FTO's) to instruct and accredit paramedics who are new to the system or who are in an approved paramedic internship program. FTO's shall provide orientation to El Dorado County EMS Agency Policies, Procedures, Protocols, Trauma Plan, EMS Plan, EMS radio communication and Base Station and receiving hospitals. FTO's shall provide training in any optional scope of practice procedure currently in effect in the County of El Dorado. CAL TAHOE shall ensure that FTO's shall be allowed to attend meetings and/or training pertinent to the El Dorado County EMS system. The El Dorado County EMS Agency Medical Director shall approve all El Dorado County FTO's.
- B. CAL TAHOE shall require that among the Member Agencies which provide ambulance service, there shall be appointed at a minimum a combined total of no less than three (3) Field Training Officers (FTO's), approved by the El Dorado County EMS Agency Medical Director, to provide accreditations, internships, field training, and quality improvement functions. CAL TAHOE shall notify the El Dorado County EMS Agency Medical Director when less than three (3) FTO's are available.
- C. CAL TAHOE 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 CAL TAHOE.

Article IX – Community Education

COUNTY desires that CAL TAHOE take significant steps to improve access to the 9-1-1 system and participate in community education programs emphasizing preventive health care. These programs are to be made available to schools and community groups. It is COUNTY's expectation that CAL TAHOE will plan such programs working collaboratively with COUNTY and other public safety and EMS-related groups, such as the American Heart Association, the American Red Cross, and the fire departments. CAL TAHOE's Community Education Plan should reflect the goals of the COUNTY to include participation in EMS Week activities, and the provision of at least 24 hours of public relations events per

year (in addition to events that are provided on a non-dedicated basis). Public Relations hours may, at the CAL TAHOE's option, be provided by in-service units/personnel. All programs shall be approved by COUNTY.

Article X – Quality Improvement/Quality Assurance

- A. CAL TAHOE shall participate in all quality improvement/quality assurance activities promulgated by the El Dorado County EMS Agency, and shall appoint appropriate personnel to serve on prehospital and disaster committees, as needed. These committees and/or activities shall include, but are not limited to, Continuous Quality Improvement Committee (CQIC), Medical Advisory Committee (MAC), peer review, post incident critiques, and other related activities and committees. CAL TAHOE shall be fiscally responsible for this staff's participation time.
- B. CAL TAHOE 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 El Dorado County EMS Agency.
- C. CAL TAHOE shall cooperate fully in supplying all requested documentation to both the Base Hospital and the El Dorado County EMS Agency, and shall participate fully in all quality assurance programs mandated by COUNTY.

Article XI – Response Time Standards

- A. Response Time Definition

For purposes of CAL TAHOE 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 Areas must meet the following Response Time requirements (the Response Zones are defined in Appendix A).

- B. Response Time Requirements

Compliance is achieved when 90% or more of transports in each category meet the specified response time requirement. For example, to be in compliance for Priority 1 responses, CAL TAHOE would place an ALS ambulance on the scene of each presumptively defined life threatening emergency, within ten (10) minutes and zero (0) seconds on not less than 90% of all those calls resulting in transport to a hospital.

CAL TAHOE will be required to meet the following response time requirements within each EMS response zone of CSA No.3.

C. Maximum Response Times

Priority	Urban	Semi-Rural	Rural	Wilderness
1	10:00	20:00	20:00	Prompt*
2	10:00	20:00	20:00	Prompt
3	10:00	20:00	20:00	Prompt
4	On time	30:00	60:00	Prompt
5	60:00	60:00	90:00	N/A
6	60:00	60:00	N/A	N/A

* on-scene for a scheduled transport no later than the scheduled time.

Response priorities are defined according to a standard presumptive priority dispatch protocol approved by the El Dorado County EMS Agency Medical Director. The protocols currently in use were obtained from Medical Priority Dispatch Systems and will be made available to CAL TAHOE upon request. For the purpose of response time calculations, responses are prioritized according to the following table:

Priority	Definition
1	Life Threatening Emergencies
2	Non-Life Threatening Emergencies
3	Urgent (Or Emergency Transfer From Healthcare Facility)
4	Scheduled Transfer (4-hour Advance Notification)
5	Unscheduled Transfer
6	Critical Care Transport

For every call in every presumptively defined priority not meeting the specified response time criteria, CAL TAHOE will submit a written report, at least monthly, in a format approved by COUNTY and the El Dorado County EMS Agency Medical Director, documenting the cause of the late response and CAL TAHOE's efforts to eliminate recurrence.

In the case of Priority 6 requests for service, CAL TAHOE may contact the requesting agency to establish a reasonable, scheduled time of arrival. COUNTY is aware that at execution of Contract, CAL TAHOE does not have the staffing capability to respond to Priority 6 calls without use of outside personnel; however, at such time that CAL TAHOE obtains staffing capability to provide Critical Care Transports (CCT) independently, all response time standards for CCT shall apply.

In the event that CAL TAHOE is unable to meet the established maximum response time for any Priority 3, 4, 5 or 6 request for service, CAL TAHOE will contact the Dispatcher to provide an updated estimated time of arrival. The Dispatcher will then provide to the requestor of service a reasonable estimate of the time that the unit will arrive and the reason for the delay.

D. Response Time Measurement for Primary Response Areas

The response time measurement methodology employed can significantly influence operational requirements of the EMS system. The following methodology will be used throughout the Contract to measure response times.

1. Time Intervals

For the purposes of this Contract, response times will be measured from the time CAL TAHOE is first made aware of the call address, call back number and chief complaint by CAL TAHOE's Dispatch Center until the arrival at the incident location by the first arriving transport-capable ALS ambulance. For scheduled non-emergency (Priority 4) requests, "scheduled time of pick up" will be substituted for "time call received."

Arrival at incident means the moment an ambulance crew notifies the Dispatch Center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g., staging areas for hazardous scenes), arrival "at scene" shall be the time the ambulance arrives at the designated staging location. The El Dorado County EMS Agency Medical Director may require CAL TAHOE to log time "at patient" for medical research purposes. However, during the term of this Contract, "at patient" time intervals shall not be considered part of the contractually stipulated response time.

In instances when the ambulance fails to report "at scene," the time of the next communication with the ambulance will be used as the "at scene" time. However, CAL TAHOE may appeal such instances when it can document the actual arrival time through other means such as first responders. Arrival times captured solely by Automated Vehicle Locator (AVL) position reporting may not be used.

2. Upgrades, Downgrades and Reassignments

a. Upgrades

If an assignment is upgraded prior to the arrival on scene of the first ALS ambulance (e.g., Priority 2 to Priority 1), CAL TAHOE's compliance with Contract standards and penalties will be calculated based on the shorter of:

- Time elapsed from call receipt to time of upgrade plus the higher priority response time standard, or
- The lower priority response time standard.

b. Downgrades

Downgrades may be initiated by first responders. If an assignment is downgraded prior to the arrival on scene of the first ALS ambulance, CAL TAHOE's compliance with Contract standards and penalties will be calculated based on:

- The lower priority response time standard, if the unit is downgraded before it would have been judged "late" under the higher priority performance standard, or
- The higher response time standard, if the unit is downgraded after the unit would have been judged "late" under the higher priority response standard.

c. Reassignment Enroute

If an ambulance is reassigned enroute or turned around prior to arrival on scene (e.g., to respond to a higher priority request), CAL TAHOE's compliance and penalties will be calculated based on the response time standard applicable to the final priority assigned by communications.

E. Response Times Outside of CSA No.3 Service Areas

CAL TAHOE shall respond into Alpine County which is outside CSA No.3. These calls are treated as Remote Area (Wilderness) with a "Prompt" response time requirement. CAL TAHOE will not be held accountable for emergency or non-emergency response time compliance for any other assignment originating outside of the defined service areas. Responses to requests for service outside of the service areas will not be counted in the total number of responses used to determine compliance.

F. Each Incident a Single Response

Each incident will be counted as a single response regardless of the number of units that respond. The response time of the first arriving ALS ambulance capable of transport will be used to compute the response time for the incident.

G. Response Time Audit Trail

CAL TAHOE will maintain a system to assure a complete audit trail for all response times and assure COUNTY and the El Dorado County EMS Agency Medical

Director access to the response time data at any time to assure compliance and to calculate penalties.

H. Response Time Compliance

CAL TAHOE shall be 100% compliant to the compliance percentage requirements for Priorities 1, 2, & 3 at the earliest possible time, but in no event later than three (3) months from the effective date of this Contract. CAL TAHOE shall be 100% compliant to the compliance percentage requirements for Priorities 4, 5 & 6 by March 1, 2002.

Article XII – Response Time Exceptions and Exemption Requests

CAL TAHOE shall maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond CAL TAHOE's reasonable control affect the achievement of the specified response time standards. These unusual factors are limited to unusually severe weather conditions, declared disasters, or periods of unusually high demand for emergency services.

Equipment failures, predictable traffic congestion, ambulance failures, inability to staff units and other causes will not be grounds for granting an exception to compliance with the response standards.

Exceptions from Response Time Requirements

Unusual circumstances must have been a material factor in producing a particular excessive response time. Good cause for an exception, as determined by COUNTY, may include but not be limited to the following:

- Disaster and mutual aid situation (mutual aid will not be chronically used to avoid response time requirements);
- Additional units responding to large multi-casualty incident situations requiring two or more ambulances;
- Incorrect or inaccurate dispatch information received at a 9-1-1 PSAP, public safety agency or other direct source;
- Material change in dispatch location;
- Unavoidable communications failure;
- Inability to locate address due to non-existent address;
- 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;

- Delays caused by extraordinary adverse traffic conditions;
- Delays caused by road construction and/or closure;
- Unavoidable delays caused by off-paved-road locations;
- Severe weather conditions including dense fog, snow or ice;
- Delays attributable to COUNTY and not due to CAL TAHOE including an inventory audit;
- Delays attributable to inaccessible geographic location.
- Requests for Priority 1, 2 and/or 3 service when two (2) or more units are simultaneously engaged in Priority 1, 2, and/or 3 calls at moment of dispatch. (For example: When two (2) units are concurrently unavailable due to their commitments to Priority 1, 2 and/or 3 calls, the third (3rd) and/or fourth (4th) request for Priority 1, 2 and/or 3 service may be exempt from response time compliance.)

The parties agree to annually reevaluate, on the anniversary date of execution of this Contract, this exception from response time requirements. At any time that the use of this exception makes a difference in contractual response time compliance of five percent (5%) or more for two months in a row, COUNTY shall contact CAL TAHOE to initiate a reevaluation of this requirement.

- Requests for Priority 4, 5 and/or 6 service when two (2) or more units are simultaneously engaged in any call at moment of dispatch. (For example: When two (2) units are concurrently unavailable due to their commitments to any type of call, a request for Priority 4, 5 and/or 6 service may be exempt from response time compliance.)

If CAL TAHOE feels that any response or group of responses should be excluded from the calculation of the response time standards due to "unusual factors beyond CAL TAHOE's reasonable control", CAL TAHOE may provide detailed documentation to the El Dorado County EMS Agency Administrator and the El Dorado County EMS Agency Medical Director, and request that COUNTY exclude these runs from response time calculations and late penalties. Any such request must be made in writing and received by the El Dorado County EMS Agency Administrator within five (5) business days after the end of each month. The El Dorado County EMS Agency Administrator and the El Dorado County EMS Agency Medical Director will jointly review the request and issue a determination.

Should CAL TAHOE dispute the determination made by the El Dorado County EMS Agency Administrator and the El Dorado County EMS Agency Medical Director, CAL TAHOE may make a written appeal to COUNTY for a definitive ruling by submitting it to the El Dorado County Public Health Director, within five (5) business days of the receipt of the

response time calculations summary. The ruling of the El Dorado County Public Health Director will be final and binding.

Article XIII – Penalties and Incentives for Response Time Requirements

COUNTY understands that isolated instances may occur in which CAL TAHOE does not meet the stated performance specifications. Minor violations of these requirements will result in performance penalties that will be deducted from CAL TAHOE’s payment. However, chronic failure to comply with the response time standards may constitute default of the Contract.

For each Priority 1, 2, 3, 4, 5 and 6 transport which originates within the County service areas for which CAL TAHOE’s response time exceeds the response time standard as described herein, COUNTY will deduct from CAL TAHOE’s payment \$10.00 per minute for each minute in excess of the required response time up to a maximum of \$500 per incident. Penalties for Priorities 1, 2, and 3 shall commence on December 1, 2001, and penalties for Priorities 4, 5 and 6 shall commence on March 1, 2002.

For purposes of calculating response time deductions, a fraction of a minute is to be rounded up to the next minute. For example, any priority of transport arriving one (1) minute and five (5) seconds late would result in a deduction of \$20.

A. Non-performance Penalties

Effective January 1, 2002, deductions from CAL TAHOE’s payment will be made for non-performance. The following deductions will be applied (in addition to the *per run* deductions for late patient response) when systemwide response time compliance for Priority 1 or 2 transports falls below 90% for any given month:

89%	\$ 1,000
88%	\$ 2,000
87%	\$ 3,000
86%	\$ 4,000
85%	\$ 5,000

Failure to meet Priority 1 or 2 response time criteria for at least 90% of the time for three consecutive months or for four months in any contract year will be additionally defined as a major breach and may result in removal of CAL TAHOE and forfeiture of performance security.

Additionally, effective February 1, 2002, the following deductions will be applied (in addition to the *per run* deductions for late patient response) when systemwide response time compliance for Priority 3, 4, 5 or 6 transports falls below 90% for any given month:

89%	\$ 500
88%	\$ 1,000
87%	\$ 1,500
86%	\$ 2,000
85%	\$ 3,000

Failure to meet Priority 1 or 2 response time criteria for at least 90% of the time in a particular response zone, or to meet Priority 3, 4, 5 or 6 response criteria systemwide at least 90% of the time for three consecutive months or for four months in any contract year will be additionally defined as a major breach and may result in removal of CAL TAHOE and forfeiture of performance security.

B. 100 Transport Rule

For the purpose of determining compliance with Priority 1 or 2 response time requirements within the service areas each month, the following method will be used. For every month in which 100 or more Priority 1 or 2 transports originate within the service areas, 90% compliance is required for the calendar month. However, for any month within which fewer than 100 Priority 1 or 2 transports originate, compliance will be calculated using the last 100 sequential transports for that priority.

For example, if the service areas produce 105 Priority 1 transports and 89 Priority 2 transports during a single month, CAL TAHOE will be required to meet 90% compliance for the month for Priority 1, while Priority 2 will be subject to the 100 transport rule.

Should CAL TAHOE be determined to be subject to non-performance penalties for failure to meet 90% compliance with Priority 1 or 2 criteria within the service areas under the 100 transport rule, CAL TAHOE will not be subject to another non-performance penalty for that priority until at least 25 additional transports of that priority have originated within the service areas. If more than one month passes before 25 additional transports occur, and CAL TAHOE is still out of compliance under the 100 transport rule at the end of the month in which the 25th transport occurred, it will be considered a consecutive failure to meet the criteria. Three such consecutive failures or four during any 12 measurement periods (i.e., months within which the 25th transport since last measurement occurred) will be defined as a major breach.

The above deductions will be assessed each month. For purposes of assessing non-performance penalties, monthly response times will be reported without decimals and no rounding factor will be allowed (e.g., a monthly performance of 89.9% will be reported as 89%).

C. Incentive for Superior Response Time Performance

For every contract quarter that CAL TAHOE's response time compliance level for any Priority exceeds 92%, COUNTY will forgive all per minute response time

deductions for that Priority for the entire quarter. Non-performance deductions will not be forgiven.

D. Reporting Requirement Penalties

CAL TAHOE will provide, within five (5) business days after the end of each month, reports detailing CAL TAHOE's performance during the preceding month as it relates to each of the performance requirements stipulated herein. For each day that CAL TAHOE fails to provide the reports, COUNTY shall deduct \$100 from CAL TAHOE's payment. CAL TAHOE may be exempted from this penalty for any delay in the submission of the month-end report that is due to a delay caused by COUNTY or COUNTY's courier services.

Article XIV – Backup Unit Coverage Requirement

CAL TAHOE shall establish and maintain a capability to staff and activate backup ambulance units 24 hours per day 365 days per year. CAL TAHOE shall use best efforts to expeditiously staff a backup unit when requested.

Article XV – Mutual Aid Requests

Mutual aid response by CAL TAHOE shall be performed in accordance with approved cover and mutual aid agreements. In the course of rendering such services, CAL TAHOE shall be exempt from the response time standards otherwise imposed by this Contract. CAL TAHOE 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 Areas.

Mutual aid response may require CAL TAHOE personnel to respond ALS vehicles into a response area other than that assigned in this Contract. Whenever CAL TAHOE personnel receive a request for service in another area, CAL TAHOE personnel shall immediately respond an ALS vehicle as directed, either Code-3 or Code-2. If, due to prior or concurrent commitments of on-line units, CAL TAHOE is unable to respond in a timely manner, the requesting agency shall be notified immediately. If the requesting agency's urgency is such that it would be appropriate to call up staffing of a backup unit, CAL TAHOE shall initiate such call-up per the provisions of Article XIV of this Section.

Article XVI – Disaster/Multicasualty Incident Requirements

- A. CAL TAHOE 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. During declared disasters or large-scale multicasualty incidents, CAL TAHOE shall be exempt from all responsibilities for response-time performance until notified by COUNTY. When CAL TAHOE is notified that disaster assistance is no longer required, CAL TAHOE shall return all its resources to the primary areas of responsibility, and shall resume all operations in a timely manner.

- C. During the course of a disaster or large-scale multicasualty incident, CAL TAHOE shall use best efforts to provide Priority 1, 2 & 3 service coverage to the assigned Primary Response Areas while suspending Priority 4, 5, & 6 service upon notification to the El Dorado County EMS Agency Administrator or designee.

SECTION VI – EQUIPMENT and SUPPLY REQUIREMENTS

Article I – Ambulance Vehicles

A. Vehicles

1. CAL TAHOE shall provide all ambulance vehicles to be used for the provision of the services required in this Contract.
2. CAL TAHOE shall maintain a minimum fleet of four ambulances (a minimum of three with four-wheel drive with remountable modules). Ambulance modules shall be remounted onto new chassis per CAL TAHOE's vehicle replacement plan. The vehicle replacement plan shall be reviewed annually and revised as needed by CAL TAHOE, and a copy provided to the El Dorado County EMS Agency of any changes. The Plan shall include a summary of the past year's purchases.
3. Service modules shall be replaced as often as determined necessary because of service life limitations and evolution of ambulance service technology and design.
4. CAL TAHOE shall maintain access to a fifth and sixth ambulance through cooperative agreements with neighboring Member Agencies/ambulance providers.

B. Vehicle Markings

1. Ambulance vehicle markings shall be pre-approved by COUNTY (see Appendix D). CAL TAHOE shall not modify vehicle markings thereafter without the expressed written consent of COUNTY. CAL TAHOE shall be allowed to substitute the CAL TAHOE decal for the El Dorado County EMS decal on driver and passenger side doors.
2. Backup and interfacility transfer units shall, initially, not be required to meet the above standards; however, COUNTY will supply to CAL TAHOE appropriate vehicle markings to identify these units. Upon replacement of backup and interfacility transfer units owned by CAL TAHOE, all the above requirements must be met.
3. COUNTY shall provide logos to CAL TAHOE for installation on all ambulance vehicles. Requests for logos must be received by COUNTY ninety (90) days

in advance. The costs for ambulance vehicle markings, including striping, shall be the responsibility of COUNTY.

C. Equipment Provided by COUNTY

COUNTY will provide high-altitude Nitronox units and a radio infrastructure system owned by the County of El Dorado. A detailed description of the provided radio infrastructure and equipment is provided as Appendix B.

D. Equipment Provided by CAL TAHOE

CAL TAHOE will be required to provide all equipment and systems, other than outlined in "C" Above, necessary to fulfill the requirements of this Contract. Equipment and systems to be provided by CAL TAHOE include, without limitation, dispatch equipment, computer systems, mobile and portable radios, emergency alerting devices, ambulances, supervisory vehicles, monitors, defibrillators, other clinical equipment, crew quarters and administrative offices.

E. Supplies for Basic and Advanced Life Support Services

It will be the total responsibility of CAL TAHOE to supply all supplies necessary and/or required to perform Basic and Advanced Life Support services. Appendix E, ALS Transporting Unit Minimum Equipment Inventory, is a detailed list with the number, type and in some cases brand, of each item that shall be carried on every ambulance.

F. First Responder Equipment and Supply Replenishment

CAL TAHOE shall develop mechanisms to exchange reusable orthopedic appliances, and re-stock disposable and ALS medical supplies, except pharmaceuticals, used by first responders when treatment has been provided by first responder personnel and patient care is assumed by CAL TAHOE's personnel. Equipment and supplies will be exchanged on a one-for-one basis. Whenever possible, this exchange should be accomplished on scene. If patient care or circumstances at the scene prevent an on scene exchange, CAL TAHOE will arrange to accomplish it as soon as reasonably possible. If CAL TAHOE is canceled enroute or at the scene and no patient contact is made by CAL TAHOE's personnel, CAL TAHOE shall not be obligated to restock the first responder agency supplies.

Article II – Equipment and Vehicle Sublease Agreements

A. Takeover Rights (Step-In)

In order for COUNTY to exercise takeover rights under the terms of this Contract, CAL TAHOE shall maintain a Contingent Lease Agreement with COUNTY for any CAL TAHOE owned equipment that COUNTY would need in order to operate this ambulance service. The Contingent Lease should be substantially in the form of the sample attached as Appendix F.

B. Vehicle and ALS Equipment Requirements

1. CAL TAHOE may choose to hold title to vehicles and ALS equipment or enter into some form of a lease arrangement. If ownership is desired, CAL TAHOE must maintain a Contingent Lease Agreement with COUNTY, whereby COUNTY, at its discretion, can assume immediate control of the ambulances and ALS equipment in the event of breach of Contract, declared bankruptcy, failure to efficiently and adequately provide prompt service delivery, unforeseen cessation of operations, or termination of Contract for whatever reason.
2. If a lease arrangement is desired, CAL TAHOE must arrange for a provision in the lease whereby COUNTY, can exercise an option to assume the lease obligation, so that immediate control of the vehicles and ALS equipment being used to provide services, but not owned by CAL TAHOE, can be exercised by the COUNTY, at its discretion, in the event of breach of Contract, declared bankruptcy, failure to efficiently and adequately provide prompt service delivery, or other unforeseen cessation of operations. Prior to CAL TAHOE leasing ambulances or equipment, a written Agreement shall exist between CAL TAHOE and leasing agency.
3. Prior to CAL TAHOE utilizing loaned ambulances or equipment, a written Agreement shall exist between CAL TAHOE and loaning agency. CAL TAHOE shall adequate documentation for COUNTY to have access to sufficient loaned ambulances and equipment necessary to provide the same level of services as defined in this Contract for a 30-day period, should the Takeover provision of this Contract be exercised by COUNTY.
4. It is understood between COUNTY and CAL TAHOE that any lease agreements entered into for future rolling stock purchases and other durable medical equipment will include COUNTY as part of the lease. These agreements may be modified in the future by mutual written consent of the parties; however, it shall be a requirement of each lease that, in the event that COUNTY exercises its takeover rights under this Contract, or in the event of the termination or expiration of this Contract, both the vehicles and the equipment shall be transferred to and assumed by COUNTY. Provided, however, in the event that the COUNTY selects a successor contractor, provisions shall be made for the COUNTY to transfer both the vehicles and equipment to COUNTY selected contractor.
5. The desired plan shall be subject to the review and approval of COUNTY's legal counsel. The ownership or lease instrument, when developed and approved, shall be maintained by CAL TAHOE and copies provided to COUNTY along with a listing of all the Fixed Assets to be turned over to County under the takeover provision. This list of assets shall be updated annually by CAL TAHOE, and will then be reviewed by County wherein asset and depreciation values will be adjusted to current levels as required to determine fair market value. Should the purchase of assets be required as

outlined in the Contingent Lease Agreement, the current fair market value will be utilized.

Article III - Drugs and Medical Supplies

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

Article IV – ALS Medical Equipment

- A. Standards for medical equipment shall be in compliance with the El Dorado County EMS Agency Policy and Procedure Manual promulgated by the El Dorado County EMS Agency as required for the level of service being provided. The El Dorado County EMS Agency provides a copy of the current Policy and Procedure Manual and Manual updates on an ongoing basis to each CAL TAHOE subcontractor's facility and to the CAL TAHOE Executive Director. CAL TAHOE shall be charged with knowledge of that Policy. The policy shall be updated from time to time as determined necessary by the El Dorado County EMS Agency. Any substantial financial impact to CAL TAHOE resulting from proposed policy updates shall be resolved prior to implementation of a new policy.
- B. Compliance with these medical equipment requirements is not mandated for inactive "reserve" units. Vehicles, equipment and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.
- C. Upon inspection by 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. Upon inspection by COUNTY, any Advanced Life Support vehicles other than ambulance failing to meet these medical emergency requirements shall immediately discontinue providing advance life support services until all deficiencies are corrected. At the 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 V – Vehicle and Equipment Maintenance and Repair

- A. Under this Contract, CAL TAHOE shall be responsible for securing all maintenance of vehicles, ALS equipment, and facilities used by CAL TAHOE in performance of this work. CAL TAHOE 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. CAL TAHOE shall arrange for all vehicles and electronic and communications equipment to be included in a preventive maintenance program which, at a minimum, conforms to the manufacturer's recommended standards.

Article VI – Communications Equipment

CAL TAHOE shall meet the following standards for communications equipment:

- A. CAL TAHOE shall possess and agree to utilize exclusively and maintain two-way communication equipment that is compatible with COUNTY approved dispatch, designated Base Station facilities and all EMS users. Communication capabilities and use of frequencies shall be monitored by the El Dorado County EMS Agency. (No private ambulance system telephone access number shall exist for emergency dispatch.)
- B. CAL TAHOE shall provide and maintain a tone-encoded voice emergency alerting device(s);
- C. CAL TAHOE shall ensure that a sufficient number of radios are available for replacement in the event of breakdown, maintenance, and disaster operations;
- D. CAL TAHOE shall provide emergency alerting devices for off-duty personnel who agree to carry one for the purposes of system recall;
- E. CAL TAHOE shall ensure that each ambulance is equipped with a communications unit capable of transmitting on UHF Med 1 to Med 10;
- F. CAL TAHOE shall provide and maintain cellular telephones for Base Hospital contact in the event of Med-Net failure;
- G. CAL TAHOE shall provide all necessary radio equipment to fulfill the requirements of this Contract;
- H. CAL TAHOE shall ensure the availability of all required dispatch radio frequencies and related FCC licenses.

SECTION VII – DATA COLLECTION and REPORTING REQUIREMENTS

CAL TAHOE shall submit reports and data to COUNTY in a form and manner approved by 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 – Data and Reporting

CAL TAHOE shall manage data collection in accordance with COUNTY's standards. The data system shall include, but not be limited to, the following:

- 1. A mutually agreed upon dispatch report format to COUNTY and El Dorado County EMS Agency Medical Director specifications.

2. A Prehospital Care Report form to COUNTY and El Dorado County EMS Agency Medical Director specifications.
3. Equipment maintenance and inventory control schedules as required by COUNTY.
4. Continuing education and certification records documenting training and compliance upon COUNTY's request.

Article II – Prehospital Care Report/Billing Forms

- A. CAL TAHOE personnel shall utilize the El Dorado County "Prehospital Care Report" (PCR) for all emergency and non-emergency responses including non-transport (see Appendix C).
- B. In the future, CAL TAHOE 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 CAL TAHOE prior to implementation.
- C. CAL TAHOE personnel shall indicate "Alpine County" on the PCR when providing services in Alpine County.
- D. 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"* (see Appendix C). Any amendments to this policy shall supersede Appendix C to this Contract. It is the responsibility of CAL TAHOE's Executive Director to be familiar with the most current version of the El Dorado County EMS Agency Policy and Procedure Manual.
- E. CAL TAHOE 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, CAL TAHOE shall remain responsible to obtain the required information and submit it to COUNTY (see Section VIII, Article VIII, B., Fines and Penalties). CAL TAHOE personnel shall adhere to the requirements of the current El Dorado County EMS Agency Policy: *"Documentation 2 - Medic Unit Prehospital Care Report Form"* (Appendix C).
- F. Ambulance Billing shall notify the CAL TAHOE Executive Director of failure to adequately complete a PCR. CAL TAHOE shall take the necessary action to correct the omission/error situation. Ambulance Billing personnel shall provide reports no less than monthly to CAL TAHOE to help identify personnel in need of additional training.
- G. Upon receipt of notification from Ambulance Billing of missing or incomplete items of billing or patient care information, CAL TAHOE shall have five business days in which to furnish the required information to Ambulance Billing. This reporting

timeline may be adjusted by the El Dorado County EMS Agency Administrator according to the sensitivity and urgency of required information.

- H. For each and every PCR form not delivered within five (5) business days of the required delivery date, COUNTY will deduct \$25 per day from CAL TAHOE's payment until received, or until agreement is reached that the information is not retrievable.

Upon receipt of notification from Ambulance billing of missing or incomplete items of billing or patient care information, CAL TAHOE must furnish the required information within five business days of receipt of request from COUNTY. Should CAL TAHOE show a continuing pattern of failure to furnish the required information within five business days, COUNTY will consider it a minor breach.

Should CAL TAHOE be unable to provide the required missing or incomplete items of information due to extenuating circumstances, and, in the opinion of COUNTY, reasonable effort has been applied by CAL TAHOE to obtain said information, one or both penalties may be waived.

Article III – Incident Reporting

CAL TAHOE shall furnish its personnel with Incident Report forms, and shall ensure that its personnel understand and utilize such forms. CAL TAHOE shall notify the El Dorado County EMS Agency within 24 hours if a sentinel event occurs, 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 COUNTY and CAL TAHOE.

- A. Mutual Aid Received or Provided

CAL TAHOE shall document each occurrence of Mutual Aid emergency medical response into the Primary Response Areas by an out-of-area ambulance service entity, or Mutual Aid rendered to another agency outside the Primary Response Areas 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

CAL TAHOE 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 CAL TAHOE 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

CAL TAHOE 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.

Article IV – Response Time Reporting

A. Dispatch Response Time Report

CAL TAHOE shall submit a monthly report issued by the Dispatch Center of all emergency medical response times for audit purposes.

B. CAL TAHOE Response Time Report

CAL TAHOE shall submit a monthly report on all emergency medical response times. Such report shall include data identifying the Incident Number, Date, Unit Number, Response Priorities and the following times: Time of Dispatch, Arrival at Scene, Depart Scene, and Arrival at Hospital.

Emergency medical response time data shall be provided as a computerized report on diskette in tab-delineated format.

C. CAL TAHOE Response Time Exception Report

For each response within the previous calendar month that exceeds the Response Time Standard for the maximum response time category, CAL TAHOE shall submit a Response Time Exception Report in a form acceptable to the El Dorado 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 El Dorado County EMS Agency for the previous calendar month of service on a monthly basis.

D. COUNTY Response Time Review

The El Dorado County EMS Agency shall review all Response Time Reports and Response Time Exception Reports monthly to determine the performance penalties that will be deducted from CAL TAHOE's payment.

Article V – Current Costs of Medications and Supplies

CAL TAHOE shall supply a complete list of the most current costs for all medications and supplies purchased by CAL TAHOE and utilized on the ambulances by April 1st each year, so that medication and supply charges may be increased annually in keeping with the most current "Resolution to Adopt Ambulance Rate Schedule for CSA No. 3 for Ambulance Services". This list shall include the description of item(s), unit(s) of measure, and most recent cost(s).

Article VI – Transmittal of Data and Reports

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

CAL TAHOE shall provide, by the seventh day of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. The format of such reports shall be subject to COUNTY approval.

CAL TAHOE shall provide agendas and minutes of all CAL TAHOE Board meetings to the El Dorado County EMS Agency Director and the El Dorado County Public Health Director at the time agendas and minutes are provided to CAL TAHOE Board Members.

SECTION VIII – GENERAL CONTRACT REQUIREMENTS

Article I – COUNTY Operational Policies

CAL TAHOE 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; and the El Dorado County Emergency Medical Services Agency.

Article II – Non-Competition

CAL TAHOE, or any principal of CAL TAHOE, 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 Areas 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. CAL TAHOE 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

CSA No. 3 is an exclusive operating area for emergency medical transport under 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 medical transporters. 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 – 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. CAL TAHOE waives any removal rights it might have under Code of Civil Procedure Section 394.

Article VI – Subcontractors

COUNTY acknowledges that CAL TAHOE is a single point of contracting for the provision of prehospital Advanced Life Support and Dispatch Services, and that CAL TAHOE contracts with various Member Agencies for the provision of Prehospital Advanced Life Support and Dispatch Services. CAL TAHOE shall execute Agreements with all Member Agencies of the CAL TAHOE JPA by the date of execution of this Contract, and also execute ALS Agreements with Member Agencies providing services under this Contract (see Appendix G for sample), to include all El Dorado County EMS Agency ALS requirements and provisions. These Contracts may be combined into one document, should CAL TAHOE desire. All Agreements must be reviewed as to content by El Dorado County Counsel. COUNTY will look to CAL TAHOE as the Contractor to deliver contracted performance. The inability or failure of any Member Agency to perform any duty or deliver contracted performance shall not excuse CAL TAHOE from any responsibility under this Contract.

Article VII – Term and Renewal Provisions

The term of this Contract is for a period of five (5) years beginning September 1, 2001 and continuing through August 31, 2006. CAL TAHOE may earn up to five (5) extensions of one (1) year each.

To earn each extension, CAL TAHOE must substantially exceed the minimum requirements of the Contract during the previous term. Extensions must be applied for and approved annually. The five areas to be considered in granting extensions are:

1. Response Time Performance
2. Certification, Qualification and Training
3. Quality Assurance Process
4. Policy and Procedure/Protocol Compliance
5. Teamwork and Leadership

The El Dorado County EMS Agency Medical Director shall provide an annual written report evaluating CAL TAHOE's clinical and response time performance during the previous contract year. In preparing this annual evaluation, the El Dorado County EMS Agency Medical Director shall rate CAL TAHOE's clinical reliability and response time performance in five (5) areas in accordance with certain specific criteria. The five areas shall be discussed jointly between the El Dorado County EMS Agency Medical Director and CAL TAHOE so as to more accurately measure the performance with certain measurable standards each year.

The numerical score earned by CAL TAHOE over the previous contract year shall determine CAL TAHOE's eligibility for a one-year extension to the ambulance service Contract, to be added to the then-remaining term of the Contract as provided for in this Contract. Earned renewal rights shall be conditioned on CAL TAHOE's earning an average score equal to or in excess of 3.0 for the previous 12-month period for the five areas, as rated in accordance with the following criteria:

SCORE	CRITERIA
0	Chronic failure to comply with the System Standard of Care and/or contractual response time requirements of such nature and magnitude that public health and safety is threatened.
1	Frequent failure to comply with the System Standard of Care and or contractual response time requirements, with a poor record of responsive and effective effort to correct such deficiencies as they are discovered.
2	Occasional but still excessive failure to comply with the System Standard of Care and/or contractual response time requirements, with a marginal record of responsive and effective effort to correct such deficiencies as they are discovered.
3	Substantial compliance with the System Standard of Care and/or contractual response time requirements, with a good record of responsive and effective effort to correct deficiencies as they are discovered.
4	Highly reliable compliance with the System Standard of Care and/or contractual response time requirements, with a superior record of responsive and effective effort to correct deficiencies as they are discovered.
5	Exemplary compliance with the System Standard of Care and/or contractual response time requirements, with a history of leadership in efforts to advance the System Standard of Care, and an impressive record of relentless effort to identify and correct performance deficiencies.

The El Dorado County EMS Agency will annually certify that CAL TAHOE has been in compliance with the terms of the Contract and response time requirements.

The El Dorado County EMS Agency will annually certify that CAL TAHOE has continued to provide Base 9-1-1 Emergency Services within the contracted reimbursement level.

Article VIII – Compensation for Services

CAL TAHOE acknowledges and agrees that this Contract is funded from specified identified CSA No. 3 funding sources.

CAL TAHOE shall be paid an amount equal to two-twelfths of the annual base compensation, in advance, upon full execution and commencement of the term of this Contract (\$94,600 X 2 = \$189,200 payable September 1, 2001). The remaining ten-twelfths of the annual base compensation shall be paid in twelve (12) equal monthly payments of \$78,833 beginning with a September 1, 2001 payment, and ending with an August 1, 2002 payment, for a total of \$946,000 and a total first year base compensation of \$1,135,200 (\$189,200 + \$946,000).

During the remaining four-year term of the Prehospital Advanced Life Support and Dispatch Services Contract, CAL TAHOE will receive monetary compensation from the County of El Dorado on a monthly basis in advance, beginning with the September 1st payment. Payments shall be made according to the following formula:

For the purposes of calculating the payment, each component is defined below:

A. Base 9-1-1 Emergency Services Compensation (Priorities 1, 2, & 3)

Year 1 \$94,600.00 per month.

Year 2 (Year 1 Base X CPI Factor) X Volume Factor = Year 2 Base

Year 3 (Year 2 Base X CPI Factor) X Volume Factor = Year 3 Base

Year 4 (Year 3 Base X CPI Factor) X Volume Factor = Year 4 Base

Year 5 (Year 4 Base X CPI Factor) X Volume Factor = Year 5 Base

1. Consumer Price Index (CPI) Adjustment

Compensation past the initial annual term of this Contract 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 September 1, 2001, to August 31, 2002, compensation for the services rendered shall be adjusted by the increase or decrease in the CPI for the previous one year as of June prior to succeeding year on an annual basis and thereafter.

2. Volume Factor

During the first year of the contract, the Base Compensation of \$94,600 per month will be full payment for 9-1-1 emergency responses and transports within the CSA No. 3 service area, based on a Volume Factor of 1,600 calls. At the beginning of the second contract year, COUNTY will review the total number of 9-1-1 transports completed in the first contract year. If the number of 9-1-1 transports completed during the first contract year is more than 1,600 (Base Volume), COUNTY will adjust the year two Base Rate by the percentage that this volume exceeds 1,600 transports.

For example:

**If year one 9-1-1 Transport Volume = 1,715
Then, Volume Factor = $1,715 \div 1,600 = 107\%$**

And, if (for example only) the CPI factor for the period were + 2%, the Year two Base Rate calculation would be:

CPI Calculation: $\$94,600 \times 102\% = \$96,492$

Volume Factor Calculation: $\$96,492 \times 107\% = \$103,246.44$ per month.

In each subsequent contract year, including renewals, the actual 9-1-1 Transport Volume for the previous year will serve as the Base Volume for calculating the Volume Factor for the current year. The following example demonstrates how this method will be applied.

Continued Example:

If, year one 9-1-1 Transport Volume = 1,715
And, year two 9-1-1 Transport Volume = 1,905 and Year two CPI = +1.5%
Then, the year three Base Rate calculation would be:

Volume Factor = $1,905 \div 1,715 = 111\%$
CPI Calculation: $\$103,246.44$ (from example above) X 101.5% = $\$104,795.14$
Volume Factor Calculation: $\$104,795.14$ X 111% = $\$116,322.61$

3. Decreases Due To CPI

In any year that the specified CPI adjustment is negative, CAL TAHOE compensation will be reduced accordingly. This provision will not be used to reduce the Base Compensation below the first year amount of \$94,600 per month during the term of this Contract and its extensions, unless COUNTY and CAL TAHOE mutually agree to the new Base Compensation.

4. Decreases Due To Volume

In any year following the first contract year that the actual 9-1-1 Transport Volume is 95% or less than the Base Volume, COUNTY will decrease the Base Compensation for the following year by a percentage equal to the difference of the actual volume compared to the Base Volume. This provision will not be used to reduce the Base Compensation below the first year amount of \$94,600 per month during the term of this Contract and its extensions, unless COUNTY and CAL TAHOE mutually agree to the new Base Compensation.

B. Fines and Penalties

The total of all fines and penalties for the previous month shall be deducted prior to monthly payment to CAL TAHOE. Applicable categories of fines and penalties are listed here, referencing the location of detailed descriptions within the Contract.

Penalties and fines may be waived by COUNTY if acceptable reasons are presented by CAL TAHOE. Should CAL TAHOE disagree with any penalties assessed, the penalty appeal process is described in SECTION IX, Article XI (Page 53 & 54).

1. Failure to meet maximum response times:
Fine: \$10 per minute (or fraction thereof) to a maximum of \$500 per incident
Reference: SECTION V, STANDARDS of SERVICE for PREHOSPITAL ALS, Article XIII, Penalties and Incentives for Response Time Requirements (Pages 24-26)
2. Non Performance (effective January 1, 2002 for Priorities 1 & 2, and February 1, 2002 for Priorities 3, 4, 5 & 6 in addition to per run penalties) – Systemwide response times for various Priorities fall below 90% for any given month:
Fine: \$500 to \$5,000 fine, depending on priority
Reference: SECTION V, STANDARDS of SERVICE for PREHOSPITAL ALS, Article XIII, Penalties and Incentives for Response Time Requirements (Pages 24-26)
3. Late Response Time Reports:
Fine: \$100 per day past the due date, until received
Reference: SECTION V, STANDARDS of SERVICE for PREHOSPITAL ALS, Article XI, Article XIII, Penalties and Incentives for Response Time Requirements (Page 24-26)
4. Late PCR's:
Fine: \$25 per day per occurrence
Reference: SECTION VII – DATA COLLECTION and REPORTING REQUIREMENTS, Article II, Prehospital Care Report/Billing Forms (Page 32-33)

C. Process for 9-1-1 Emergency Services Compensation

CAL TAHOE shall invoice COUNTY by the 10th of each calendar month for that current month. Invoice shall be submitted to the El Dorado County EMS Agency, 415 Placerville Drive, Suite J, Placerville, CA 95667. The COUNTY will pay to CAL TAHOE the reconciled monthly compensation payment prior to the last day of the invoiced month to include the following:

1. The base Contract pro-rata monthly compensation for the current month, and
2. Costs associated with disaster response per Section VIII, F, 2. of this Contract for the previous month.

D. Reconciliation of Monthly Compensation

The COUNTY shall assess any fines for Performance Failure for the previous month and deduct such from the compensation to be paid CAL TAHOE. All such penalties or fines will be itemized by the El Dorado County EMS Agency, and supporting documentation will be attached.

If CAL TAHOE takes exception to any penalty assessed, the provision for review and appeal is given in the Penalty Appeal Process as described in Section IX, Article XI –Penalty Appeal Process.

E. Quarterly Payment for Non-Emergency Services

COUNTY shall reimburse non-emergency transports (Priorities 4, 5, & 6) quarterly, using the following methodology:

1. Run the CSA No. 3 Non-Emergency Transport Report for fiscal year through end of quarter by last day of following month.

All "leg 2" transports preceded by an emergency "leg 1" will be adjusted by manual entry for payment and balance prior to calculations below due to data software constraints.

2. Calculate difference between amounts billed and outstanding balance (equals paid).
3. Subtract from paid above, any Medicare, Medi-Cal or small balance (less than \$10) write-offs.
4. After the calculation in "3" above, subtract 7% of the net amount for billing and collection services by COUNTY.
5. Prepare Claim Voucher for payment on quarterly basis.
6. Each fiscal year's receivables will be tracked for fifteen (15) months beyond year end close using this methodology. Any reimbursements received after that time will revert to CSA No. 3.

F. Additional Compensation for Standby and Disaster Services

1. Standby Services: COUNTY will reimburse CAL TAHOE 93% of actual revenue received for special event and standby event services provided by CAL TAHOE. Seven percent (7%) will be retained by COUNTY for billing and collection services.
2. Compensation for Disaster Services: COUNTY will reimburse CAL TAHOE 100% of payments received from State and federal agencies specifically designated to reimburse CAL TAHOE for direct, unusual expense of providing disaster services.

G. Financial Statements and Reports

CAL TAHOE agrees that any revenue from non-emergency interfacility transfers and standby services for special events which is obtained or derived outside the services required by this Contract shall be reinvested exclusively for the purposes of enhancement of the CAL TAHOE CSA No. 3 South Shore Area operations. CAL TAHOE shall submit a written proposal to the EL Dorado County Public Health Director detailing the proposed reinvestment including a narrative describing its anticipated service value.

CAL TAHOE shall also comply with such other miscellaneous financial reporting requirements as may be specified by COUNTY, provided that these additional reporting requirements shall not be unreasonable or excessively cumbersome to CAL TAHOE.

H. Annual Audit

CAL TAHOE acknowledges and agrees that the El Dorado County Public Health Department shall contract and bear the costs for an outside certified public accountant to conduct an annual audit of CAL TAHOE's books and records. The audit period shall be July 1 through June 30. If audit findings exist, CAL TAHOE shall submit a corrective action plan to the El Dorado County Public Health Department within thirty (30) days of receipt of the audit report. The El Dorado County Public Health Department shall forward the report to the County Auditor-Controller and to the El Dorado County Board of Supervisors along with an El Dorado County Public Health Department management response.

I. Accounts Receivable/Billing

COUNTY shall manage all accounts receivable associated with this Contract. CAL TAHOE shall not engage in any billing activity associated with services provided by this Contract.

Article IX – 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.

- A. The El Dorado County EMS Agency Administrator may recommend changes to this Contract to the El Dorado County Public Health Director for the Director's consideration. The El Dorado County Public Health Director shall independently review any recommendations presented by the El Dorado 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 El Dorado County Public Health Director determines that changes are deemed necessary, the El Dorado County Public Health Director shall notify CAL TAHOE of the recommended changes and solicit

comment from CAL TAHOE prior to submission to the El Dorado County Board of Supervisors for approval and/or funding.

- B. CAL TAHOE, upon continuing review of this Contract, may recommend changes to this Contract, in writing (with the exception of CAL TAHOE's compensation) to the El Dorado County EMS Agency Administrator. These recommendations shall be reviewed by the El Dorado County EMS Agency Administrator, the Administrator's comments and further recommendations noted, and passed on to the El Dorado County Public Health Director. The El Dorado County Public Health Director 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 El Dorado County Public Health Director determines that the changes are warranted, the El Dorado County Public Health Director shall notify CAL TAHOE of the recommended changes and solicit comment from CAL TAHOE prior to submission to the El Dorado County Board of Supervisors for approval and/or funding.

Article X – Assignment and Delegation

CAL TAHOE is engaged by COUNTY for their, and their Member Agencies', unique qualifications and skills. Except as otherwise allowed herein, CAL TAHOE 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 CAL TAHOE shall be considered a form of assignment of the Contract, and must be approved by the El Dorado County Board of Supervisors.

Article XI – Product Endorsement / Advertising

CAL TAHOE shall not use the name or equipment of COUNTY for the endorsement of any commercial product or service without the expressed written permission of COUNTY.

Article XII – Return of County Equipment

CAL TAHOE agrees to return any COUNTY issued equipment in good working order, normal wear and tear excepted, at the termination of the Contract. For any COUNTY equipment not returned at the conclusion of the term, or, for any equipment returned damaged or unusable, COUNTY shall repair or replace said equipment at CAL TAHOE's expense and deduct an equivalent amount from CAL TAHOE's performance security.

Article XIII – Independent Contractor Liability

CAL TAHOE 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. CAL TAHOE 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.

CAL TAHOE 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 CAL TAHOE or its employees.

Article XIV – Fiscal Considerations

The parties to this Contract recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, the County of El Dorado 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 COUNTY, this Contract may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Article XV – Nondiscrimination in Services, Benefits, and Facilities

- A. CAL TAHOE certifies under the laws of the State of California that CAL TAHOE 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 purposes 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 XVI – 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 COUNTY directs.

Notices to CAL TAHOE shall be addressed as follows:

CALIFORNIA TAHOE EMERGENCY SERVICES OPERATIONS AUTHORITY
300 NORTH LAKE BOULEVARD
P.O. BOX 8358
TAHOE CITY, CA 96145-8358
ATTN: TODD CONRADSON

or to such other location as CAL TAHOE directs.

Article XVII – Indemnity

To the fullest extent of the law, CAL TAHOE shall defend, indemnify, and hold 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 CAL TAHOE's, or any of its Member Agency's services, operations, or performance hereunder, and/or in connection with or arising from the selection of CAL TAHOE as a responsible, responsive proposer, regardless of the existence or degree of fault or negligence on the part of COUNTY, CAL TAHOE, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of COUNTY, its officers and employees, or as expressly provided by statute. This duty of CAL TAHOE to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

Article XVIII – Insurance

CAL TAHOE shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that CAL TAHOE maintains insurance that meets the following requirements set forth hereinafter. In addition, where CAL TAHOE authorizes its members to provide services specified under this Contract, CAL TAHOE shall ensure either that CAL TAHOE's policy of insurance names the Member Agencies as an additional, named insured for the purposes of this Contract, or alternatively, that the Member Agencies provide proof of a policy of insurance meeting all of the following requirements and naming the COUNTY as an additional insured for the purposes of rendering services as CAL TAHOE's subcontractor under this Contract:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees and subcontractors of CAL TAHOE 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 CAL TAHOE'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. CAL TAHOE 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. CAL TAHOE 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, CAL TAHOE 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 CAL TAHOE agrees that no work or services shall be performed prior to the giving of such approval. In the event CAL TAHOE 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. CAL TAHOE'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 CAL TAHOE'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 CAL TAHOE 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. CAL TAHOE's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Contract.
 - N. In the event CAL TAHOE cannot provide an occurrence policy, CAL TAHOE 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 XIX – 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 CAL TAHOE 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 XX – Interest of Contractor

CAL TAHOE covenants that CAL TAHOE 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 Agencies and public agencies; or, 2) any other entities connected with or directly affected by the services to be performed by this Contract. CAL TAHOE further covenants that in the performance of this Contract no person having any such interest shall be employed by CAL TAHOE.

Article XXI – California Residency (Form 590)

All independent contractors providing services to 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. CAL TAHOE 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 CAL TAHOE during the term of the Contract. This requirement applies to any contract exceeding \$1,500.00.

Article XXII – Taxpayer Identification / Form W9

CAL TAHOE's federal Taxpayer Identification Number is 68-0479626. CAL TAHOE shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification" prior to execution of this Agreement.

Article XXIII – Year 2000 Compliance

CAL TAHOE 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 COUNTY of any hardware or software failure to comply with ISO 9000 date format, CAL TAHOE shall replace or correct the failing component with compliant hardware or software immediately, at no cost to COUNTY.

Article XXIV – Administrator

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

Article XXV – 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 XXVI – 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.

SECTION IX – DEFAULT/BREACH, TERMINATION, and CANCELLATION

Article I – Performance Letter of Credit or Cash Payment

CAL TAHOE will deposit with COUNTY an annually renewable performance letter of credit or cash payment in a form acceptable to COUNTY. At CAL TAHOE's option, COUNTY will withhold the required cash deposit from CAL TAHOE's payments during the first quarter of the Contract and deposit this amount in an interest bearing account to be used to fulfill this requirement.

The amount of the performance letter of credit or cash payment shall be fifty thousand dollars (\$50,000). Due to the impracticality and difficulty of determining actual damages in the event of CAL TAHOE's failure to perform or breach of Contract, the parties agree that this amount is a reasonable amount for total liquidated damages. It must be issued by a federally insured (FDIC) banking institution, acceptable to COUNTY, with a debt rating of 1A or higher by the FDIC; A or higher by Standard and Poor's; A or higher by Moody's investors; or, have a comparable rating by another rating system acceptable to COUNTY. The performance letter of credit or cash payment shall be used to assure the operation of the ambulance service, including, but not limited to, the conduct of a procurement process, negotiation or related administrative expenses, should COUNTY terminate the Contract because of default.

Article II – Notice of Change Required for Performance Letter of Credit

Any performance letter of credit shall contain the following endorsement: "at least 60 days prior to cancellation, replacement, failure to renew, or material alteration of this performance letter of credit, written notice of such intent shall be given to the County of El Dorado by the financial institution. Such notice shall be given by certified mail to the El Dorado County Public Health Director."

Article III – COUNTY Review Process

- A. COUNTY, through the El Dorado County EMS Agency, shall review and monitor the operation of this Contract to assess whether CAL TAHOE fulfills its obligations hereunder.
- B. The El Dorado County EMS Agency may, on a quarterly basis, review with CAL TAHOE compliance to the conditions of this Contract, and shall render an opinion on the level of compliance to this Contract. In the event that CAL TAHOE 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 El Dorado County EMS Agency, through the El Dorado County Public Health Department, 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 El Dorado County EMS Agency may issue a quarterly (or more frequent) report to CAL TAHOE 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 El Dorado County EMS Agency shall file such reports with the CAL TAHOE Board, and CAL TAHOE shall use its best efforts to ensure the El Dorado County EMS Agency agenda requests are promptly placed on the CAL TAHOE Board's agenda. CAL TAHOE shall oversee the work of its subcontractors, including its Member Agencies , to ensure compliance with this Contract, and the El Dorado County EMS Agency is encouraged to make recommendations in this regard.

Article IV – 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 El Dorado County EMS Agency Administrator has determined that a minor breach has occurred, CAL TAHOE 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 CAL TAHOE, an objection may be made by the County EMS Agency Administrator to the El Dorado County Public Health Director, who shall have the full and final authority to review the objection, 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 V – Major Breach of Contract

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

- A. Failure of CAL TAHOE to operate the system in a manner which enables COUNTY and CAL TAHOE to remain in compliance with federal or State laws, rules or regulations, and with the requirements of the County EMS transportation ordinance and/or related rules and regulations.
- B. Falsification of information supplied by CAL TAHOE including by way of example, but not by way of exclusion, altering the presumptive run code designations to enhance CAL TAHOE's apparent performance or falsification of any other data required under the Contract.
- C. Creating patient transports so as to artificially inflate run volumes.

- D. Chronic failure of CAL TAHOE to provide data generated in the course of operations including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data or financial data.
- E. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.
- F. Chronic failure of CAL TAHOE's employees to conduct themselves in a professional and courteous manner and present a professional appearance.
- G. Chronic failure of CAL TAHOE to maintain equipment in accordance with manufacturer recommended maintenance procedures.
- H. Making assignments for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or, commencing any proceeding related to bankruptcy, reorganization arrangement readjustment of debt, dissolution or liquidation law or statute.
- I. Failure of CAL TAHOE to cooperate with and assist COUNTY after a default has been declared as proven herein, even if it is later determined that such breach never occurred or that the cause of the breach was beyond CAL TAHOE's reasonable control.
- J. Acceptance by CAL TAHOE or CAL TAHOE's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of CAL TAHOE or CAL TAHOE's employees could be reasonably construed as a violation of federal, State or local law.
- K. Payment by CAL TAHOE or any of CAL TAHOE's employees of any bribe, kickback or consideration of any kind to any federal, State or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably be construed as a violation of any federal, State or local law.
- L. Chronic failure of CAL TAHOE to meet the system standard of care as established by the El Dorado County EMS Agency Medical Director.
- M. Failure of CAL TAHOE to maintain insurance in accordance with the Contract.
- N. Chronic failure of CAL TAHOE to meet response time requirements as set forth in the Contract.
- O. Failure to maintain a performance letter of credit or cash payment meeting the terms and amount specified in the Contract.
- P. Chronic failure to submit reports and information under the terms and conditions outlined in this Contract.

- Q. Any other failure of performance, clinical or other, required in the Contract and which is determined by the El Dorado County Public Health Director or the El Dorado EMS Agency Medical Director and confirmed by the El Dorado County Board of Supervisors to constitute a default or endangerment to public health and safety.
- R. Willful attempts by CAL TAHOE to intimidate or otherwise punish employees who file authenticated reports with COUNTY as to matters of CAL TAHOE's breach of this Contract.
- S. Multiple minor breaches the cumulative effect of which is deemed a major breach.

Article VI – Forfeit of Performance Security

In the event COUNTY terminates the Contract in accordance with its terms, CAL TAHOE will immediately forfeit the full amount of its performance security as liquidated damages.

Article VII – COUNTY Major Breach

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

Article VIII – Notice Provisions for CAL TAHOE 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. CAL TAHOE shall be notified through its designated Contract Administrator, and COUNTY through its El Dorado County EMS Agency Administrator.
- B. The party receiving the notice must respond in writing to the other within seven (7) calendar 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 objection with the El Dorado County Public Health Director within seven (7) calendar days of the receipt of the response.
- D. Nothing in this section shall be construed as preventing COUNTY from acting under Section X, Article I, Expedited Takeover, pursuant to this Contract.

Article IX – Appeal to the El Dorado County Public Health Director

- A. If a formal objection is taken, the El Dorado County Public Health Director shall consider all relevant evidence and materials submitted.

- B. The decision of the El Dorado County Public Health Director shall be in writing, and copies shall be given to CAL TAHOE and all interested parties.

Article X – Appeal to the El Dorado County Board of Supervisors

- A. CAL TAHOE or grieving party may appeal in writing the findings by the El Dorado County Public Health Director of major breach as defined within this Contract. Such appeal must be received by the office of the El Dorado County Board of Supervisors, 330 Fair Lane, Placerville, CA 95667, by U.S. mail, postage prepaid, return receipt requested, within seven (7) calendar days of CAL TAHOE's receipt of decision of the El Dorado County Public Health Director.
- B. If no appeal is taken within the seven (7) day time frame, the decision of the El Dorado County Public Health Director is final.
- C. When such matters are appealed to the El Dorado County Board of Supervisors, the El Dorado County 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 El Dorado County Public Health Director's decision.
- D. If the El Dorado County Board of Supervisors finds that the public health and safety would be endangered by allowing CAL TAHOE to continue its operations under this Contract, it shall declare this Contract terminated and commence action to effect an immediate takeover by COUNTY of CAL TAHOE operations.

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

- E. The findings and decision of the El Dorado County 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.

Article XI – Penalty Appeal Process

If CAL TAHOE does not understand or disagrees with the fines assessed for a specific period of time, CAL TAHOE may within thirty (30) days of notification of a Penalty for Performance Failure follow the procedures below in an attempt to resolve an issue:

1. First, request a review with the El Dorado County EMS Agency to explain and clarify a penalty assessment. If CAL TAHOE's concerns are not resolved:

2. Second, request Contract clarification from the County Public Health Department. And, if CAL TAHOE's concerns remain unsatisfied:
3. Third, request in writing a fair hearing before the El Dorado County Service Area No. 3 Board of Directors for final determination.

SECTION X – TAKEOVER PROCESS

Article I – Expedited Takeover

- A. Notwithstanding major breach, COUNTY may immediately take over ambulance operations when the El Dorado County Public Health Officer makes written findings of fact requiring such action to immediately protect the public health, safety and welfare, and that to follow the dispute resolution procedure defined within this Contract would endanger the public health and safety. COUNTY shall immediately so notify CAL TAHOE per SECTION VIII, Article XVI, Notice to Parties, which shall then give CAL TAHOE a right to hearing before the El Dorado County Board of Supervisors. The takeover shall be effective pending the conducting of the hearing. The hearing shall be held within fifteen (15) days of notice, and the written decision shall be issued within fifteen (15) days thereafter to continue, terminate, or modify the takeover.
- B. COUNTY may terminate the takeover period at any time, and return the operations to CAL TAHOE. The takeover period shall last as long as the El Dorado County Public Health Director believes is necessary to stabilize the prehospital Advanced Life Support services system to protect the public health and safety.

Article II – Takeover Cooperation

- A. CAL TAHOE's cooperation and full support of such emergency takeover, as well as CAL TAHOE's immediate release of performance security funds to COUNTY, shall not be construed as acceptance by CAL TAHOE of the finding of major breach, and shall not in any way jeopardize CAL TAHOE's right to recovery should a court later find that the declaration of major breach was made in error. However, failure on the part of CAL TAHOE to cooperate fully with COUNTY to effect a safe and smooth takeover of operations shall in itself constitute a material breach of the Contract even if it was later determined that the original declaration of major breach by COUNTY was made in error.
- B. In the event of an immediate takeover, declaration that a major breach has occurred shall be initiated and shall take place only after emergency takeover has been completed, and shall not, under any circumstances, delay the process of the emergency takeover or the transfer of vehicles and equipment utilized in the performance of this Contract.

Article III – Final Authority

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

Article IV – "Lame Duck" Provisions

Should CAL TAHOE fail to prevail in a future procurement cycle, CAL TAHOE will agree to continue to provide all services required in and under the Contract until a new contractor assumes service responsibilities. Under these circumstances, CAL TAHOE will, for a period of several months, serve as a lame duck contractor. To assure continued performance fully consistent with the requirements of the Contract through any such period, the following provisions will apply:

- A. CAL TAHOE will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent Contract to a competing organization, including but not limited to compliance with the provisions related to the qualifications of key personnel.
- B. CAL TAHOE will make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor services and operating cost to maximize profits during the final stages of the Contract.
- C. COUNTY recognizes that if a competing organization should prevail in a future procurement cycle, CAL TAHOE may reasonably begin to prepare for transition of the service to a new contractor. COUNTY will not unreasonably withhold its approval of CAL TAHOE's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair CAL TAHOE's performance during this period.
- D. During the process of subsequent competition conducted by COUNTY, CAL TAHOE will permit its non-management personnel reasonable opportunities to discuss with competing organizations issues related to employment with such organizations in the event CAL TAHOE is not the successful proposer. CAL TAHOE may, however, require that its non-management personnel refrain from providing information to a competing organization regarding CAL TAHOE's current operations, and CAL TAHOE may also prohibit its management personnel from communicating with representatives of competing organizations during the competition. However, once COUNTY has made its decision regarding award, and in the event that CAL TAHOE is not the winner, CAL TAHOE will permit free discussion between CAL TAHOE based employees and the winning proposer without restriction, and without consequence to the employee.

This document and the documents referred to herein or exhibits 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

Penny Humphreys
Penny Humphreys, Chair
El Dorado County Board of Supervisors

8/30/01
Date (Bd. dte 6-26-2001)

ATTEST
Dixie L. Foote, Clerk

By: Margaret E. Moody Date: 8/30/01
Deputy Clerk (Bd. dte 6-26-01)

CAL TAHOE

[Signature]
Dave Huber, Chairman
CAL TAHOE Board of Directors

Aug. 30, 2001
Date

ATTEST

By: [Signature] Date: 8-30-01
Board Secretary