

**CONTRACT  
for  
PREHOSPITAL ADVANCED LIFE SUPPORT SERVICES  
AND  
DISPATCH SERVICES  
001-S1711**

**between**

**COUNTY OF EL DORADO  
and  
NORTH TAHOE FIRE PROTECTION DISTRICT**

**September 1, 2016**

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

**This Contract**, made and entered into on September 1, 2016 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as COUNTY), and the North Tahoe Fire Protection District, (hereinafter referred to as CONTRACTOR), whose principal place of business (physical address) is 222 Fairway Drive, Tahoe City, California 96145, (mailing) is Post Office Box 5879, Tahoe City, CA 96145.

**WITNESSETH**

**WHEREAS**, COUNTY provides prehospital Advanced Life Support services and dispatch services under a public utility model to the residents of the County of El Dorado, and COUNTY desires to ensure that when persons in 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; the County of El Dorado Emergency Medical Service and Medical Transportation Ordinance; and the medical control within the County of El Dorado; and

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

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

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

**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 Modified Base Hospital as part of a local EMS system

at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital or as otherwise defined by the Federal Health Care Finance Administration.

2. Ambulance means a vehicle that is specially constructed, modified or equipped, and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons. In the case of vehicles owned and operated by public agencies, ambulance must meet the same standards for construction, identification, mechanical integrity, equipment and supplies as required of private agencies by the California Highway Patrol.
3. Ambulance Billing means the business unit designated by or under contract to COUNTY to process and collect fees for ambulance service.
4. Ambulance Service means a licensed person or entity or a public agency that is specially trained, equipped, and staffed to provide ambulance transportation services, including providing care to ill or injured persons.
5. Arrival at the Scene means the time that an emergency response vehicle comes to a physical stop at an emergency scene (wheels stopped).
6. Base Hospital means one of a limited number of hospitals which, upon designation by the local EMS agency and upon the completion of a written contractual agreement with the local EMS agency, is responsible for directing the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the local EMS agency.
7. Basic Life Support ( BLS) means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.
8. CONTRACTOR's local jurisdiction means Sierra-Sacramento Valley EMS Agency, or successor.
9. County means the County of El Dorado, the political subdivision of the State of California. The Health Services Department through its local County EMS Agency is responsible for the direct oversight of prehospital emergency and non-emergency medical care in the County of El Dorado.
10. Critical Care Transport (CCT) means a transport during which a patient requires a level of medical care and/or observation that exceeds the standard scope of practice for County accredited paramedics. Such services may be rendered by specially trained and authorized paramedics, or registered nurses, physicians, respiratory therapists, perfusionists, physician's assistants, nurse practitioners or nurse midwives as determined by the physician responsible for the patient and the County EMS Agency Medical Director.

11. Designated Dispatch Center means the dispatch agency designated as the Command Center for the County of El Dorado Service Area No. 3 – Tahoe West Shore Area to dispatch and track requests for emergency medical services within that portion of the County of El Dorado.
12. 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.
13. Emergency Medical Dispatcher (EMD) means a dispatcher trained and certified to provide patient care through the delivery of post-dispatch/pre-arrival instructions to assist the patient until prehospital care providers arrive at the scene.
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 County of El Dorado 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 time; communication requirements; and medical transportation service requirements. It empowers the County of El Dorado Emergency Medical Services Agency through the County Health Services Department to issue permits for litter van, wheelchair van, and specific ambulance 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 Health Services Department by the County of El Dorado 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 (EMT) or Advanced Emergency Medical Technician (Advanced EMT) 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, Division 9, Chapter 2, or Chapter 3, and who has a valid State of California certificate. This definition includes EMT and Advanced EMT.



20. Emergency Medical Technician Paramedic (EMT-P) means an individual who is educated and trained in all elements of prehospital Advanced Life Support; whose scope of practice is to provide Advanced Life Support in accordance with the standards prescribed in the California Code of Regulations, Title 22, Chapter 4; and who has a valid State paramedic license. Paramedics working in the Tahoe West Shore Area of El Dorado must additionally be accredited according to standards established by the medical control within the CONTRACTOR's local jurisdiction.
21. Medical Director means the County of El Dorado EMS Agency Medical Director.
22. Mobile Intensive Care Nurse (MICN) means a registered nurse who is licensed by the California Board of Registered Nursing and who has been authorized by the medical director of the local County EMS agency as qualified to provide prehospital Advanced Life Support or to issue instructions to prehospital emergency medical care personnel within an EMS system according to standardized procedures developed by the local County EMS Agency.
23. Modified Base Hospital, as defined by Sierra Sacramento Valley EMS Agency Policy #305 (available at [http://www.ssvems.com/pdf/section\\_03/305.pdf](http://www.ssvems.com/pdf/section_03/305.pdf) ) means a Base Hospital that does not utilize Sierra Sacramento Valley EMS authorized Mobile Intensive Care Nurses for "on-line" medical control. A Base Hospital physician shall be immediately available to provide consultation and/or medical direction for ALS prehospital care personnel as needed.
24. Physician means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.
25. Prehospital Care Report (PCR) means the form approved by the medical control within the CONTRACTOR's local jurisdiction for the purpose of documenting all patient care for use in the CONTRACTOR's local jurisdiction.
26. Electronic Prehospital Care Record (ePCR) means the electronic data elements that as a whole make up the electronic prehospital care record that is completed by the CONTRACTOR which shall serve as the permanent prehospital care report documenting patient condition, treatment, and all associated circumstances pertaining to a response.
27. Primary Response Area for the purposes of this contract means the zone of responsibility known as the Tahoe West Shore Area of the County of El Dorado Service Area No. 3.
28. 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).
29. Public Health Officer means the County of El Dorado Public Health Officer.
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.
33. Unit Hour means a fully staffed and equipped 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.
34. 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 PROVISIONS**

### **Article I - General Service Provisions**

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

#### **A. Applicable Laws**

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

For the purposes of this Contract, COUNTY EMS Agency approves use of the ALS standards established by the medical control within the CONTRACTOR's local jurisdiction for the services required in this Contract. CONTRACTOR shall follow the policies, procedures and field treatment protocols established by the medical control of the Sierra-Sacramento Valley EMS Agency, and CONTRACTOR shall be subject to that medical control or direction, provided they are approved by the COUNTY EMS Agency and COUNTY EMS Medical Director. If, at any time during the term of this contract or any extensions, the COUNTY disapproves of policies, procedures and field treatment protocols, COUNTY and CONTRACTOR may meet and negotiate a resolution, or the COUNTY in its sole discretion may terminate this Contract.

CONTRACTOR shall supply to the COUNTY EMS Agency a copy of the policies, procedures and field treatment protocols approved by the medical control within CONTRACTOR'S local jurisdiction.

B. Permits and Licenses

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

C. CONTRACTOR Accountability

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

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

D. Successors and Waivers

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

E. Prior Contracts

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

### **SECTION III – DISPATCH REQUIREMENTS**

#### **Article I – General Dispatch Provisions**

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

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

- B. The designated Dispatch Center shall utilize and maintain a computer aided dispatch (CAD) system with specialized separate tracking of EMS and ambulance responses.
- C. Within thirty (30) days of execution of this Agreement, CONTRACTOR shall provide COUNTY EMS Agency a system of priority dispatch and pre-arrival instructions together with applicable quality assurance approved by the medical control for the CONTRACTOR's local jurisdiction. The system of priority dispatch and pre-arrival instructions, together with applicable quality assurance program, and any subsequent updates or changes, shall be made available to COUNTY EMS Agency upon execution of this Contract or within thirty (30) days of local jurisdiction approval of updates/revisions. If, upon review of documents, the COUNTY EMS Agency disapproves Sierra-Sacramento Valley EMS Agency quality assurance program, COUNTY and CONTRACTOR may meet and negotiate a resolution, or the COUNTY in its sole discretion may terminate this Contract.

### **Article II – Dispatch Data Reporting**

CONTRACTOR shall provide the following reporting information on a monthly basis:

- A. Response time reports:
  1. Code-1 response times;
  2. Code-2 response times;
  3. Code-3 response times;
  4. Interfacility response times;
  5. Dry-run reports.
  6. Total Monthly call volume for Semi-Rural /Rural Responses and Wilderness Responses.

### **Article III – Dispatch Personnel Requirements**

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

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

- D. Manage 9-1-1 non-urgent requests for service;
- E. Manage critical care transport requests for service.

#### **Article IV – Record of Dispatch Call**

Upon request of the County EMS Agency, CONTRACTOR shall provide from Dispatch Center copies of calls in the form of digital recordings or other acceptable recordable media for quality assurance purposes. Recording files or other acceptable recordable media shall be delivered to the Agency within ten (10) working days from receipt of written, including email, request to the CONTRACTOR Fire Chief.

#### **SECTION IV – PRIMARY RESPONSE AREA**

This Contract is for prehospital Advanced Life Support and dispatch services for the County of El Dorado Primary Response Area known as CSA No. 3 Tahoe West Shore Area, and specifically the Primary Response Area as identified on Appendix A. CONTRACTOR agrees to provide the services required by this Contract by using resources from the CONTRACTOR's operations in Placer County, and according to the CONTRACTOR's System Status Management Plan.

CONTRACTOR shall be responsible for providing prehospital Advanced Life Support services for all requests for ALS service received from any person or any agency in the Exhibit A, Primary Response Area and dispatched through the designated Dispatch Center. CONTRACTOR is responsible to ensure response to all calls from outside the Primary Response Area that are only accessible from roads that originate within the Primary Response Area.

CONTRACTOR is responsible to ensure response to 100% of the emergency and non-emergency prehospital Advanced Life Support calls that are dispatched by the designated Dispatch Center that originate within the Primary Response Area. CONTRACTOR shall use all appropriate resources, including mutual aid to assure prompt response to all calls.

The COUNTY reserves the right to allow ambulances other than those belonging to CONTRACTOR to cross zones of responsibility where deemed necessary for the most efficient response to calls. When another agency has responded with an ALS Ambulance to a search and rescue mission, and that agency's ambulance paramedics have initiated assessment and/or treatment of the patient(s), it shall be preferable for those paramedics that began treatment of the patient(s) to transport and continue the care of the patient(s).

#### **SECTION V – STANDARDS OF SERVICE FOR PREHOSPITAL ALS SERVICES**

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

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

**Article I – Emergency Medical Standards and Requirements**

- A. CONTRACTOR shall provide prehospital Advanced Life Support service response on a continuous twenty-four (24) hour per day basis.
- B. CONTRACTOR shall at all times meet the requirements set forth by the California Highway Patrol; the California Vehicle Code; the State of California Health and Safety Code; the State of California Emergency Medical Services Authority; the California Code of Regulations; the County Emergency Medical Service and Medical Transportation Ordinance; the Policies, Procedures and Field Treatment Protocols established by the medical control within the CONTRACTOR's local jurisdiction; and any and all other applicable statute, ordinance, and resolution regulating prehospital Advanced Life Support services provided under this Contract, including but not by way of limitation, personnel, vehicles, equipment, services, and supplies. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.
- C. CONTRACTOR shall not advertise itself as providing Advanced Life Support services unless routinely providing Advanced Life Support services on a continuous twenty-four (24) hour per day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7.

**Article II - System Designations**

- A. The designated Modified Base Hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798. through and including Section 1798.105. The designated Modified Base Hospital for County Service Area No. 3 Tahoe West Shore Area is the Tahoe Forest Hospital located in Truckee, California.
- B. The designated Dispatch Center for County Service Area No. 3 Tahoe West Shore Area is the Cal Fire (Grass Valley) Emergency Command Center (ECC) Dispatch Center. CONTRACTOR shall respond to requests for prehospital Advanced Life Support services from the designated Dispatch Center.

**Article III - System Status Management**

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

1. The System Status Management Plan shall be revised when an individual works in excess of four 24-hour periods. Any exceptions due to extenuating circumstances shall be reported in writing within 72 hours to the County EMS Agency.

2. The maximum unit hour utilization (UHU) for 24-hour ambulance transport unit crews shall not exceed 0.40 continuously without COUNTY approval. COUNTY shall review the System Status Management Plan any time the ratio of transports to unit-hour production exceeds 0.40 UHU, and will recommend remedial corrections to Plan.

#### **Article IV - Changing Service Demand Levels**

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

#### **Article V – Emergency Medical Service Requirements**

- A. Ambulances shall transport each patient in need of or requiring transport to the designated Modified Base Hospital or as directed by on-line medical control at the Modified Base Hospital.
- B. CONTRACTOR shall promptly respond an ambulance to the emergency call, or schedule a time to respond that is acceptable for non-emergency calls, and shall complete that run, unless diverted by the designated Dispatch Center pursuant to CONTRACTOR's System Status Management Plan.
- C. In the event that an ambulance is unable to respond to a request for ambulance service, the ambulance crew shall immediately notify the designated Dispatch Center.
- D. Ambulance crew shall notify the Modified Base Hospital and give a report on patient status, treatment given, and estimated time of arrival. CONTRACTOR shall ensure that prehospital personnel shall communicate current and ongoing patient assessments to the Modified Base Hospital, and collaborate with Modified Base Hospital in the provision of care, and follow physician or MICN direction as instructed.
- E. CONTRACTOR shall ensure that personnel shall be familiar with local geography throughout the Primary Response Area.
- F. CONTRACTOR shall allow inspections, site visits or ride-alongs at any time by County EMS Agency staff, with adequate notice, for purposes of Contract compliance and medical quality assurance. This section does not override the COUNTY's rights and responsibilities under Title 22 to perform unannounced site visits. The COUNTY will respect due process in regards to employee rights when conducting an investigation.
- G. COUNTY does not prohibit ambulance personnel from engaging in other emergency-related activities such as fire suppression or high-angle rescue if and only if it does not detract from or delay system wide ambulance availability.

**Article VI - Personnel Requirements**

- A. Upon request, CONTRACTOR shall furnish to the COUNTY a list of ambulance personnel, including trainees, who provide services under this Contract, and such information regarding their training and qualifications as COUNTY deems necessary.
- B. CONTRACTOR shall maintain a minimum staffing level of not less than one (1) EMT and one (1) EMT-Paramedic for each in-service ambulance.
- C. CONTRACTOR shall ensure that all Paramedic personnel are licensed by the State of California and accredited according to requirements established by the medical control for the CONTRACTOR's local jurisdiction. Personnel whose certification/ accreditation have 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. CONTRACTOR shall ensure compliance with all EMT and EMT-P regulations from the State of California Health and Safety Code, Division 2.5, and Title 22, Division 9, and ensure that the policies, procedures and field treatment protocols established by the medical control within the CONTRACTOR's local jurisdiction are followed.
- D. In the case of Critical Care Transport (CCT) Ambulance, each CCT ambulance shall be staffed in accordance with Section I – Definitions, item 8, Critical Care Transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.
- E. CONTRACTOR shall ensure that the medical certification and/or accreditation level of all personnel be clearly displayed. Said identification shall be worn as deemed operationally necessary.
- F. CONTRACTOR shall ensure that all personnel shall be physically and mentally fit to serve in the prehospital care capacity. No intoxicating substance shall be used while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.
- G. CONTRACTOR shall designate an on-duty or on-call management or supervisory staff, available at all times, who is authorized to act on behalf of CONTRACTOR in all operational matters. The dispatch agency shall at all times be advised and have available the contact information for the designated staff.
- H. CONTRACTOR shall provide a single point liaison to COUNTY for communication regarding Contract fulfillment. In the event that the single point liaison is unavailable, the CONTRACTOR's communication chart shall be utilized.
- I. CONTRACTOR shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; modified base hospitals; County EMS Agency; and City and County staff.
- J. CONTRACTOR shall ensure professional and courteous conduct at all times from all personnel, office personnel, field supervisors, middle management, officers and executives.



- K. CONTRACTOR shall ensure safe and sanitary living quarters for on-duty personnel.

### **Article VII - Equal Opportunity Employer**

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

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

### **Article VIII - Training Requirements**

- A. CONTRACTOR shall agree to participate in EMS system components that include paramedic, nurse and trainee field observations including ride-alongs, disaster drills, and continuing education programs, even if such persons are employed by CONTRACTOR.
- B. CONTRACTOR shall cooperate with Meeks Bay Fire Protection District to ensure smooth operational procedures.

### **Article IX - Quality Improvement/Quality Assurance**

- A. CONTRACTOR shall have and maintain a comprehensive internal medical and operational quality assurance program in accordance with Title 22, Chapter 12, Article 2, Section 100402. This program shall, at a minimum, monitor and evaluate the prehospital Advanced Life Support services required in this Contract. The program, and any subsequent updates or changes, shall be made available to COUNTY EMS Agency upon execution of this Contract or within thirty (30) days of local jurisdiction approval of updates/revisions. If, upon review of documents, the COUNTY EMS Agency disapproves of quality assurance program, COUNTY and CONTRACTOR shall meet to renegotiate or COUNTY in its sole discretion may terminate this Contract.
- B. CONTRACTOR shall cooperate fully in supplying all requested documentation to both the Modified Base Hospital and the County of El Dorado EMS Agency.

### **Article X - Response Time Standards**

- A. Response Time

For purposes of Contract performance and monitoring, response time is as defined in Section I – Definitions, item 27, Response Time.

In instances in which the CONTRACTOR's ambulance is staged for law enforcement to clear the scene, the time of arrival at the staging location shall be used as the arrival time for purposes of calculating response times.

If the CONTRACTOR's ambulance is assigned to a call during which limited, remote or controlled access prevents the ambulance from stopping near the patient, the time of arrival at the location from which the crew must leave the ambulance and access the patient by other means (on foot, snow machine, off road vehicle, helicopter, etc.) shall be used as the arrival time for calculation of response times.

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

#### B. Response Time Standards

The response performance requirements are divided into the following areas based on population data published by the United States Census Bureau:

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

#### C. Maximum Response Times

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

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

CONTRACTOR shall be compliant to these response time requirements.

#### D. Mechanical Breakdown

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

#### E. Acceptable Response Time Exceptions

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

- (1) Disaster and mutual aid situation (mutual aid shall not be chronically used to avoid response time requirements);
- (2) Additional units responding to large multi-casualty incident situations requiring more than two ambulances;
- (3) Incorrect or inaccurate dispatch information received at a 9-1-1 PSAP, public safety agency or other direct source;
- (4) Material change in dispatch location;
- (5) Unavoidable communications failure;
- (6) Inability to locate address due to non-existent address;
- (7) Inability to locate patient due to patient departing the scene provided that the unit has arrived at the originally dispatched location within the response time standard;
- (8) Delays caused by extraordinary adverse traffic conditions;
- (9) Delays caused by road construction and/or closure;
- (10) Unavoidable delays caused by off-paved-road locations;
- (11) Severe weather conditions including dense fog, snow or ice;
- (12) Delays attributable to the COUNTY and not due to CONTRACTOR including an inventory audit;
- (13) Delays attributable to geographic location.

### **Article XI - Mutual Aid Requests**

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

CONTRACTOR shall advise dispatch that they are unable to respond to mutual aid requests if such response is in conflict with a response in the Primary Response Area.

### **Article XII - Disaster/Multicasualty Incident Requirements**

- A. CONTRACTOR shall cooperate with COUNTY in establishing disaster and multicasualty incident plans, policies and procedures; that are consistent with the Regional Disaster Plan and assist in planning and participate in either the County of Placer or the County of El Dorado interagency disaster/multicasualty incident training exercises annually.
- B. CONTRACTOR shall have a disaster response and personnel call-back plan on file with the County of El Dorado EMS Agency.
- C. During declared disasters or large-scale multicasualty incidents, CONTRACTOR shall be exempt from all responsibilities for response-time performance until notified by the COUNTY.

- D. During the course of a disaster or large-scale multicasualty incident, CONTRACTOR shall use best efforts to provide Code-3, Code-2 and Code-1 service coverage to the assigned Primary Response Area while suspending scheduled Code-1 service upon notification of such by the County EMS Agency Administrator or designee.

## **SECTION VI – EQUIPMENT AND SUPPLY REQUIREMENTS**

### **Article I - Ambulance Vehicles**

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

### **Article II - Drugs and Medical Supplies**

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

### **Article III - ALS Medical Equipment**

- A. CONTRACTOR will be responsible to provide the medical equipment necessary for the provision of the services required in this Contract.
- B. Standards for medical equipment shall be in compliance with the standards established by the medical control within the CONTRACTOR's local jurisdiction as required for the level of service being provided. CONTRACTOR shall be charged with knowledge of those standards.
- C. Vehicles, equipment and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.
- D. Upon inspection by the COUNTY, any primary or backup ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is corrected. At any time when a reserve ambulance unit is used to provide the services required by this Contract, the unit shall comply with all equipment requirements as specified in this Contract.

### **Article IV – Vehicle and Equipment Maintenance and Repair**

- A. Under this Contract, CONTRACTOR shall be responsible for securing all maintenance of vehicles, on-board equipment, and facilities used by CONTRACTOR in performance of this work. CONTRACTOR shall establish a record-keeping system for the maintenance program, including problem pattern analyses and vehicle and equipment maintenance histories and costs, and make these records available to COUNTY upon request.
- B. CONTRACTOR shall arrange for all vehicles and electronic and communications equipment to be included in a preventive maintenance program.

- C. CONTRACTOR shall be responsible for any maintenance and repairs on the equipment utilized by CONTRACTOR, which shall include, but not be limited to, ambulance vehicles, communications equipment, and electronic medical equipment (monitors and defibrillators).

#### **Article V - Communications Equipment**

CONTRACTOR shall meet the following standards for communications equipment:

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

#### **SECTION VII – DATA COLLECTION AND REPORTING REQUIREMENTS**

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

#### **Article I – Prehospital Care Report/Billing Forms**

- A. CONTRACTOR is required by County of El Dorado EMS Agency to provide all patient care records in an electronic format using an Electronic Prehospital Care Record (ePCR). CONTRACTOR's personnel shall utilize the "Prehospital Care Report" (PCR) form approved for use in CONTRACTOR's local jurisdiction as a manual back-up in case of temporary failure of the ePCR system, provided that the essential data elements required by COUNTY's ambulance billing system are included in both the ePCR and the manual form, including applicable compliance and medical necessity documentation.

- B. In the event that manual PCR's are used, CONTRACTOR shall transcribe the information from PCR forms into an electronic format containing all data essential to COUNTY's Ambulance Billing for compliance, medical necessity and efficient billing, in a format mutually agreed to by COUNTY and CONTRACTOR. CONTRACTOR shall electronically transfer these data elements to COUNTY's current Ambulance Billing contractor, or successor.
- C. The ePCR data and billing paperwork shall be submitted to COUNTY within forty-eight (48) hours of completion of the call. When ePCR data is submitted to the CONTRACTOR's ePCR subcontractor database and is available to the COUNTY, it shall be regarded as having been submitted.
- D. CONTRACTOR's personnel shall perform due diligence to obtain and transmit all required billing and patient care information. If circumstances arise which limit the availability of patient information, billing information, and associated information, CONTRACTOR shall exercise such due diligence to obtain the required information and submit it to COUNTY within five (5) business days. In addition, CONTRACTOR shall provide COUNTY-assigned personnel user access to the CONTRACTOR's ePCR system.
- E. Ambulance Billing personnel shall notify the CONTRACTOR of failure to adequately complete a PCR. CONTRACTOR shall take the necessary action to correct the omission/ error situation. Ambulance Billing personnel shall contact CONTRACTOR to help identify CONTRACTOR personnel in need of additional training, as needed.
- F. Upon receipt of notification from Ambulance Billing personnel of missing or incomplete items of billing or patient care information, CONTRACTOR shall have five business days in which to furnish the required information to Ambulance Billing personnel. This reporting timeline may reasonably be adjusted by the County of El Dorado EMS Agency Administrator according to the sensitivity and urgency of required information.
- G. In as much as CONTRACTOR performs ambulance services on behalf of COUNTY and an exchange of Protected Health Information (PHI) will occur between CONTRACTOR and COUNTY, CONTRACTOR agrees to faithfully distribute to patient the County of El Dorado Notice of Privacy Practices, to be supplied by COUNTY, before the first delivery of service for all non-emergency transfers and dry runs with patient contact, where services were provided to patient. All Notices of Privacy Practices for emergency transfers will be mailed by County of El Dorado Ambulance Billing as soon as practical following the provision of services.

## **Article II - Incident Reporting**

CONTRACTOR shall furnish its personnel with EMS Event Analysis forms, available at [http://www.edcgov.us/Government/EMS/EMS\\_Forms.aspx](http://www.edcgov.us/Government/EMS/EMS_Forms.aspx), or subsequent replacement website, and shall ensure that its personnel understand and utilize such forms. CONTRACTOR shall notify the County EMS Agency within 24 hours if a sentinel event occurs in the Primary Transport Area, i.e., injury to patient, crew or public, or violent or high profile incident; copies shall be furnished monthly for non-sentinel events.

A. Mutual Aid Received or Provided

CONTRACTOR shall document each occurrence of Mutual Aid emergency medical response into the Primary Response Area by an out-of-area ambulance service entity on an EMS Event Analysis form. Such report shall detail the time of incident dispatch, time that Mutual Aid was requested, location of incident, and the reason Mutual Aid was required.

B. Unusual Activities

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

C. Vehicle Failure and Accident Reporting

CONTRACTOR shall document vehicle failure above and beyond usual scheduled maintenance and repairs and ambulance vehicle accidents that could potentially have a detrimental effect on patient care issues in the Primary Response Area. Any instance of an ambulance breakdown or accident in which the vehicle is unable to respond to a call, or must discontinue or interrupt a call shall be considered a critical vehicle failure and shall be documented.

**Article III - Response Time Reporting**

A. Ambulance Response Time Report

CONTRACTOR shall submit a monthly report on all emergency medical response times. Such report shall include data identifying the Incident Number, Date, Unit Number, Response Mode (Code-2 or Code-3), and the following times: Time of Dispatch, Arrival at Scene, Depart Scene, and Arrival at Hospital. Emergency medical response time data shall be provided in electronic, tab-delineated format.

B. Response Time Exception Report

For each response within the previous calendar month that exceeds the Response Time Standard for the area of dispatch location (Semi-Rural / Rural or Wilderness) CONTRACTOR shall submit a Response Time Exception Report in a form acceptable to County EMS Agency. The reason for the delayed response time shall be clear, precise, and verifiable in order to determine if the exception is acceptable. These reports shall be submitted to the County EMS Agency for the previous calendar month of service on a monthly basis.

C. Response Time Review

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

**Article IV - Transmittal of Data and Reports**

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

**SECTION VIII – CONTRACT REQUIREMENTS**

**Article I - County Operational Policies**

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

**Article II - 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, except as may be required to fulfill the requirements of an Advance Beneficiary Notification as required by any payor. CONTRACTOR shall provide ambulance billing rate forms to ambulance personnel, and personnel may make these forms available to individuals upon request.

**Article III - Market Rights and EMS Aircraft Services**

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

**Article IV - Lame Duck Provisions**

In the event that another contractor is chosen to provide services at the conclusion of this Contract, the COUNTY recognizes that CONTRACTOR, for a period of several months, may be operating as a "lame duck" operator. During such a period of time, CONTRACTOR shall continue all operations to the best of CONTRACTOR's ability prior to the award of contract to a new contractor, and CONTRACTOR shall be prohibited from making any changes in



CONTRACTOR's methods of operation which could reasonably be considered to be aimed at cutting CONTRACTOR's operating costs to maximize profits during the final stages of the Contract.

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

#### **Article V - Subcontractors**

COUNTY acknowledges that CONTRACTOR is a single point of contracting for the provision of prehospital Advanced Life Support and dispatch services, currently contracted to Cal Fire, or successor.

#### **Article VI - Term**

The term of this Contract is September 1, 2016 through August 31, 2019.

#### **Article VII – Patient Billing, Collection and Payment of Claims**

- A. COUNTY shall bill patient(s) for service at the rates established by Resolution of the El Dorado County Board of Supervisors as shown in Appendix C, incorporated herein and made a part hereof, and as amended from time to time.

#### **Article VIII - Compensation for Services**

- A. Funding Sources: CONTRACTOR acknowledges and agrees that this Contract is funded from specified identified CSA No. 3 Tahoe West Shore funding sources which are limited from year to year, and which may fluctuate from year to year, depending on the nature of the funding source.
- B. Payment Periods: Based on the COUNTY fiscal year July 1<sup>st</sup> through June 30<sup>th</sup>, payment periods shall cover July 1<sup>st</sup> through December 31<sup>st</sup> (payable January 1<sup>st</sup>) and January 1<sup>st</sup> through June 30<sup>th</sup> (payable July 1<sup>st</sup>); hereinafter individually referred to as PAYMENT PERIOD.
- C. The first PAYMENT PERIOD of this Agreement will consist of four (4) months effective September 1, 2016. Payment for Special Taxes, Wilderness Response Area and Ambulance Service Fees shall be prorated for the number of days in the period September 1, 2016 through December 31, 2016 during which this contract is effective (payable January 1<sup>st</sup>). For each full year thereafter the following payments shall be paid in accordance with PAYMENT PERIOD(s).
1. Special Taxes: For services provided herein, COUNTY agrees to pay CONTRACTOR two (2) payments equal to the actual collection of special taxes

including penalties assessed to improved and unimproved parcels within the Tahoe West Shore Area of County. Payment is inclusive of all services including but not limited to, dry run charges and/or non-payment of bills by users of service, and waiting time charges for those cases when the ambulance is detained at the scene by a designated official.

2. Wilderness Response Area: Base payment for coverage of the Wilderness Response Area shall be twenty-one thousand one hundred sixty-three dollars and twenty cents (\$21,163.20) per fiscal year (BASE PAYMENT), paid in two (2) equal payments each PAYMENT PERIOD.

Beginning July 1, 2017 and in each subsequent fiscal year, COUNTY shall increase the BASE PAYMENT amount of this portion of the compensation by any positive percentage reflected in the Ambulance Inflation Factor as determined by the Centers for Medicare and Medicaid Services (CMS).

3. Ambulance Service Fees: COUNTY agrees to pay CONTRACTOR on a quarterly basis all net collections received by COUNTY for ambulance services provided by CONTRACTOR to the Tahoe West Shore Area less a seven percent (7%) processing fee. Once CONTRACTOR has fully implemented an ePCR system and COUNTY is provided access as a User, the processing fee will be reduced to six and three-quarters percent (6.75%). Adjustments to a previous quarterly payment may be made in a subsequent quarterly invoice for additional patient payments received or reimbursements to a patient for overpayment. COUNTY and CONTRACTOR further agree that in the event actual costs to COUNTY would exceed seven percent (7%) of collections, parties shall renegotiate the terms of this paragraph.
- D. The final payment period for this Agreement, unless terminated earlier pursuant to Section IX – Default/Breach, Termination, and Cancellation, shall be July 1, 2019 through August 31, 2019. Methodology for compensation for this period shall be in accordance with Appendix E – Partial Payment Period Compensation Methodology.
- E. During the term of this Contract, any significant change in national or state healthcare reimbursement, any significant change in County special tax rates or significant change in payer mix may serve as sufficient reason for COUNTY or CONTRACTOR to request that the parties discuss and renegotiate the compensation terms and other terms of this Contract.

#### Article IX – Financial Statements and Reports

CONTRACTOR shall provide to the COUNTY copies of its audited financial statements and any other written communication related to internal controls or compliance (commonly referred to as a “management letter”) that are received from the CONTRACTOR’s outside auditing firm no later than March 31<sup>st</sup> of each year.

**Article X - Changes to Contract**

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

**Article XI - Assignment and Delegation**

CONTRACTOR is engaged by COUNTY for their unique qualifications and skills as well as those of their personnel. CONTRACTOR shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other entity without prior written consent of COUNTY. For the purposes of this article, occasional use of mutual aid and automatic aid consistent with regional plans shall not be considered a delegation or assignment. Any material change in control of the CONTRACTOR shall be considered a form of assignment of the Contract, and must be approved by the County of El Dorado Board of Supervisors.

**Article XII - Independent Contractor Liability**

CONTRACTOR is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Contract.

CONTRACTOR exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Contract during the course and scope of their employment.

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

**Article XIII - Fiscal Considerations**

The parties to this Contract recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, 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 County of El Dorado Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the COUNTY, this Contract may be deemed to be canceled

in its entirety subject to payment for services performed prior to cancellation pursuant to Appendix E, attached hereto and incorporated by reference herein.

#### **Article XIV - Nondiscrimination in Services, Benefits, and Facilities**

- A. CONTRACTOR certifies under the laws of the State of California that CONTRACTOR shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.
- B. For the purpose of this Contract, discriminations on the basis of race, color, creed, national origin, sex, age, or physical or mental disability include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Contract; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.

#### **Article XV - Notice to Parties**

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

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

**COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES DEPARTMENT  
3057 Briw Road  
PLACERVILLE, CA 95667  
ATTN: Don Ashton, M.P.A., DIRECTOR or successor**

or to such other location as the COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

**NORTH TAHOE FIRE PROTECTION DISTRICT  
POST OFFICE BOX 5879  
TAHOE CITY, CA 96145  
ATTN: Mike Schwartz, CHIEF**

or to such other location as CONTRACTOR directs.

### **Article XVI - Indemnity**

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

### **Article XVII - Insurance**

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

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of CONTRACTOR as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$5,000,000 is required on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR's business.
- D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$5,000,000 per occurrence.
- E. CONTRACTOR shall furnish a certificate of insurance satisfactory to the County Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the County Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the County Risk Management Division.
- G. CONTRACTOR agrees that the insurance required above shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, CONTRACTOR agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the County Risk Management Division, and CONTRACTOR agrees that no work or services shall be performed prior to the giving of such approval.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Contract are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. CONTRACTOR's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Contract.
- N. In the event CONTRACTOR cannot provide an occurrence policy, CONTRACTOR shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Contract.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the County Risk Management Division, as essential for protection of the COUNTY.

#### **Article XVIII – HIPAA**

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

Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

## **SECTION IX – DEFAULT/BREACH, TERMINATION, AND CANCELLATION**

### **Article I - County Review Process**

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

**Article II - Minor Breach of Contract**

Minor breach shall mean failure to fulfill any of the terms and conditions of this Contract for which failures are not already provided for, and which failures do not amount to a major breach of the Contract as that term is defined herein. When the County EMS Agency Administrator has determined that a minor breach has occurred, CONTRACTOR shall be given notice of the alleged breach by U.S. mail, postage prepaid, return receipt requested, and will have fifteen (15) days after receipt of notice to resolve the breach or otherwise respond to the allegations of breach. If the breach has not been cured within fifteen (15) days following the notice to CONTRACTOR, a complaint may be made by the County EMS Agency Administrator to the Director of Health Services, who shall have the full and final authority to review the complaint, issue a determination, and, where appropriate, direct adjustments to be implemented so long as the adjustments do not result in any significant increased unbudgeted costs.

**Article III - Major Breach of Contract**

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

- A. Failure to provide the prehospital Advanced Life Support services in a manner which enables COUNTY and CONTRACTOR to remain in substantial compliance with the requirements of the applicable federal and State laws, rules and regulations, and with the requirements of local ordinance(s), medical control within the CONTRACTOR's jurisdiction, and related rules and regulations. Minor infractions of such requirements as determined by the Director of Health Services shall not constitute a major breach of this Contract.
- B. Willfully substantiated falsification of data or information supplied to COUNTY during the course of operations, patient care report data, response time data, financial data, or willful downgrading of presumptive run code designations to enhance CONTRACTOR's apparent performance, or falsification of any other data required under this Contract.
- C. Failure to develop, maintain and/or comply with CONTRACTOR's approved System Status Management Plan for ambulance deployment.
- D. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance.
- E. Multiple minor breaches the cumulative effect of which is deemed a major breach, or any unremedied failure to comply with vehicle and equipment maintenance programs, or to maintain equipment in accordance with good maintenance practices, for which the Director of Health Services has notified CONTRACTOR of the noncompliance.
- F. Willful attempts by CONTRACTOR to intimidate or otherwise punish employees who file authenticated reports with COUNTY as to matters of CONTRACTOR's breach of this Contract.
- G. Multiple and unremedied failures of CONTRACTOR's employees and personnel to conduct themselves in a professional and courteous manner, and to present a professional appearance.



- H. Failure to cooperate with and assist COUNTY after a major breach has been declared and confirmed by the County of El Dorado Board of Supervisors, as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond CONTRACTOR's reasonable control.
- I. Failure to comply with response time requirements outlined in this Contract for three consecutive months, or four months out of any calendar year, shall be considered major breach of Contract.
- J. Multiple minor breaches for failure to provide required monthly response data.
- K. Failure to maintain in force throughout the term of this Contract, including any extensions thereof, the insurance coverage required herein.

#### **Article IV - County Major Breach**

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

#### **Article V - Notice Provisions for Major Breach**

- A. If it appears that any of the conditions or circumstances set forth above exist or have occurred, then either party complaining of a breach shall notify the other by U.S. mail, postage prepaid, return receipt requested. The written notice complaining of breach shall specify the facts and circumstances that have occurred, and specify the breach in sufficient detail to allow the other party to identify the issues involved. CONTRACTOR shall be notified through its designated Contract Administrator, and the COUNTY through its County Contract Administrator.
- B. The party receiving the notice must respond in writing to the other, through their respective Contract Administrators and within seven (7) days of receipt of notice of major breach.
- C. Upon receipt of the response, if a party is in disagreement with the finding of breach, it may file a formal complaint with the Director of Health Services within seven (7) days of the receipt of the response.

#### **Article VI - Appeal to the Director of Health Services**

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

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

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

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

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

## **SECTION X – ADDITIONAL STIPULATIONS**

### **Article I - Final Authority**

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

### **Article II - Interest of Public Official**

No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be provided by CONTRACTOR under this Contract shall participate in or attempt to influence any decision relating to this Contract which affects his/her personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Contract or the proceeds thereof.

### **Article III - Interest of Contractor**

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

performance of this Contract no person having any such interest shall be employed by CONTRACTOR.

#### **Article IV - California Residency (Form 590)**

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

#### **Article V – Taxpayer Identification / Form W-9**

CONTRACTOR's Taxpayer Identification Number is 68-0299709. CONTRACTOR shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification", prior to execution of this Contract.

#### **Article VI - Venue**

Any dispute resolution action arising out of this Contract, including, but not limited to, litigation, mediation, or arbitration, shall be brought in County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

#### **Article VII - Administrator**

The COUNTY Officer or employee with responsibility for administering this Contract is Richard Todd, Emergency Medical Services Agency Administrator, or successor. The CONTRACTOR Officer or employee with responsibility for administering this Contract is, Mike Schwartz Fire Chief, North Tahoe Fire Protection District, or successor.

#### **Article VIII - 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 said parties to the obligations set forth herein.

#### **Article IX - Partial Invalidity**

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

#### **Article X - Entire Contract**

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

**CONTRACT ADMINISTRATOR CONCURRENCE:**

*Richard W. Todd*  
Rich Todd, Emergency Medical Services Agency  
Administrator

7-21-2016  
Date

**DEPARTMENT HEAD CONCURRENCE:**

*Don Ashton*  
Don Ashton, MPA, Director  
Health and Human Services Agency

7-21-2016  
Date

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

--COUNTY OF EL DORADO --

Dated: 8/16/16


By:   
Chair  
Board of Supervisors  
"County"

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

By:   
Deputy Clerk

Dated: 8/16/16

-- CONTRACTOR --

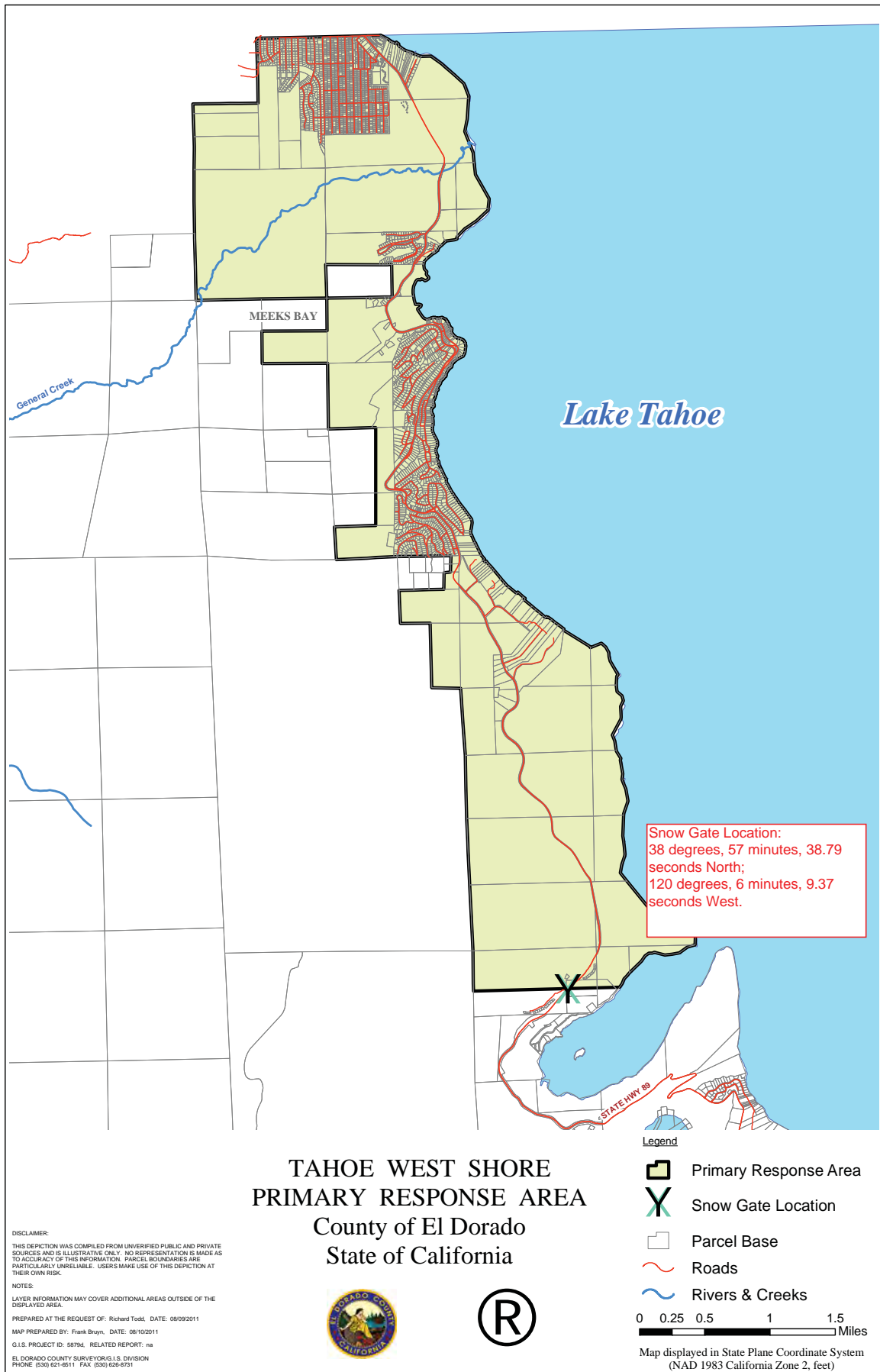
  
Dennis Correa, President  
North Tahoe Fire Protection District  
Board of Directors

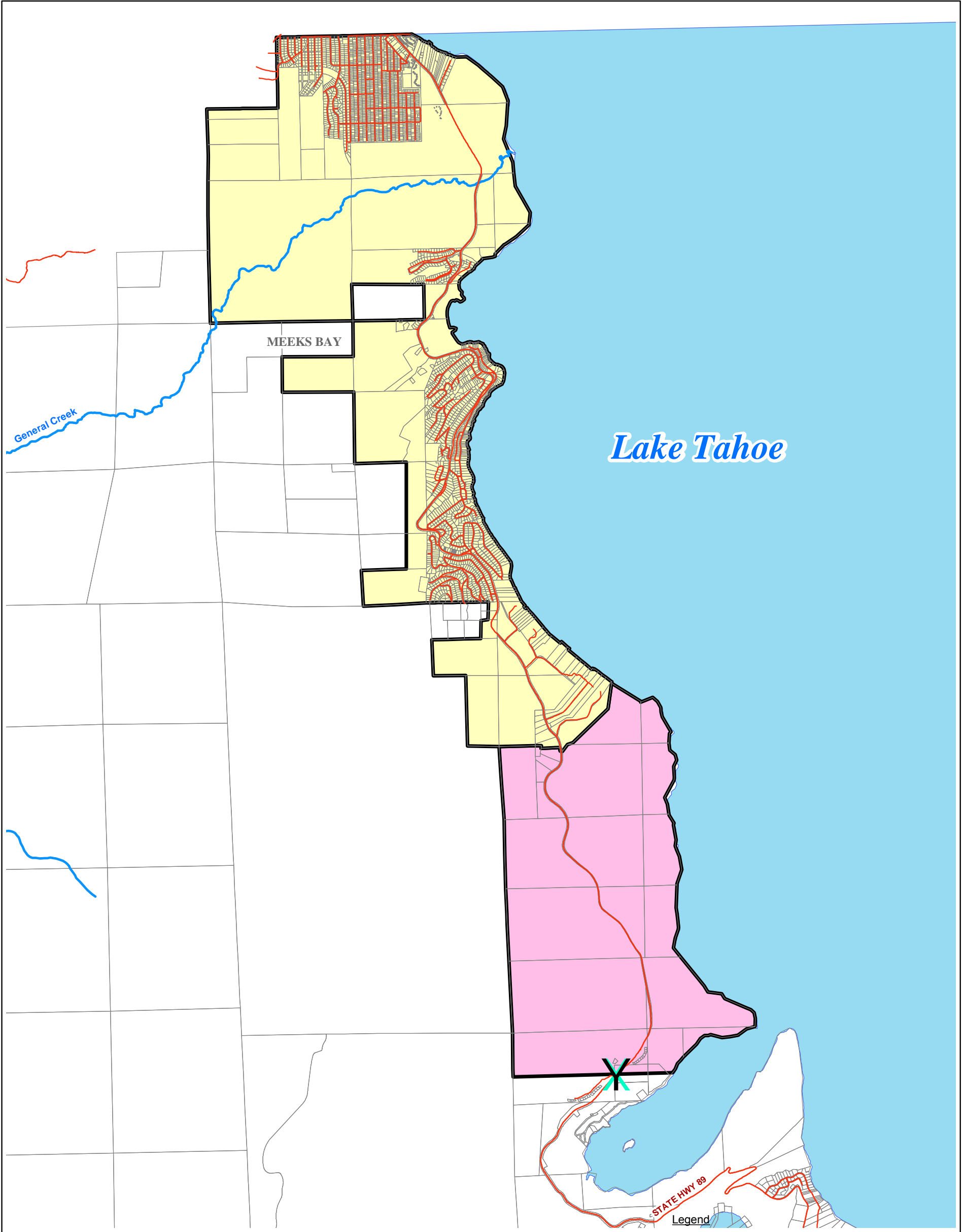
Date 8/4/2016

ATTEST:  
Jamie Kuryllo





By:   
North Tahoe Fire Protection District  
Board Secretary

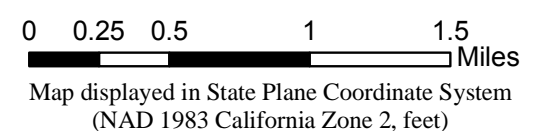
Dated: 8/4/16





**TAHOE WEST SHORE  
RESPONSE AREAS**  
County of El Dorado  
State of California

- Legend**
-  Semi Rural / Rural Response
  -  Wilderness Response Area
  -  Snow Gate Location
  -  Parcel Base
  -  Roads
  -  Rivers & Creeks



**DISCLAIMER:**  
THIS DEPICTION WAS COMPILED FROM UNVERIFIED PUBLIC AND PRIVATE SOURCES AND IS ILLUSTRATIVE ONLY. NO REPRESENTATION IS MADE AS TO ACCURACY OF THIS INFORMATION. PARCEL BOUNDARIES ARE PARTICULARLY UNRELIABLE. USERS MAKE USE OF THIS DEPICTION AT THEIR OWN RISK.

**NOTES:**  
LAYER INFORMATION MAY COVER ADDITIONAL AREAS OUTSIDE OF THE DISPLAYED AREA.

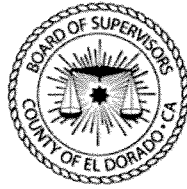
PREPARED AT THE REQUEST OF: Richard Todd, DATE: 08/09/2011

MAP PREPARED BY: Frank Bruyn, DATE: 08/10/2011

G.I.S. PROJECT ID: 5879e, RELATED REPORT: na

EL DORADO COUNTY SURVEYOR/G.I.S. DIVISION  
PHONE (530) 621-6511 FAX (530) 626-8731





**RESOLUTION NO. 186-2015**  
**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO**  
ACTING AS BOARD OF DIRECTORS OF COUNTY SERVICE AREA NO. 3

**RESOLUTION TO ADOPT AMBULANCE RATE SCHEDULE FOR COUNTY SERVICE AREA NO. 3 FOR AMBULANCE SERVICES**

**WHEREAS**, the Board of Directors of County Service Area No. 3 has determined that it is necessary to continue providing advanced life support (ALS) ambulance service within the legal boundaries of County Service Area No. 3; and

**WHEREAS**, the Board of Directors of County Service Area No. 3 has determined that the patients and users of such ambulance service pay a standardized rate for services to reimburse in part the cost of such ambulance service within County Service Area No. 3; and

**WHEREAS**, the Board of Directors of County Service Area No. 3 has determined that an annual adjustment of ambulance rates shall be based on an average of the changes in the US Medical Care Services and the San Francisco-Oakland All Items indices of the Federal Bureau of Labor Statistics Consumer Price Index. In the event that the average of US Medical Care Services and the San Francisco-Oakland All Items indices is zero or a negative percentage in any given year, ambulance rates shall not be changed during that year; and

**WHEREAS**, the Board of Directors of County Service Area No. 3 has determined to continue ALS billing county-wide as a matter of policy.

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the Board of Directors of County Service Area No. 3 do hereby adopt, effective November 17, 2015, the Ambulance Rate Schedule attached hereto as Exhibit A for ambulance services within the said County Service Area; and
2. That the Board of Directors of County Service Area No. 3 do hereby adopt and approve an annual adjustment of ambulance rates based on an average of the changes in the US Medical Care Services and San Francisco-Oakland All Items indices of the Federal Bureau of Labor Statistics Consumer Price Index; and
3. That the billing for said services and collections thereof shall be managed by the Fiscal Unit of the Health and Human Services Agency of the County of El Dorado.



APPENDIX C

Resolution 186-2015

Page 2 of 2

**PASSED AND ADOPTED** by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held on November 17, 2015 by the following vote of said Board:

Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors

Ayes: Novasel, Ranalli, Mikulaco, Frentzen, Veerkamp

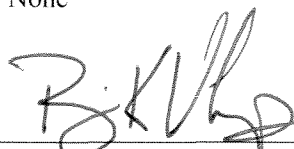
Noes: None

Absent: None

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



Deputy Clerk



Brian Veerkamp  
Chair, Board of Supervisors

**EXHIBIT A****2015 EL DORADO COUNTY  
AMBULANCE RATE SCHEDULE****Effective November 17, 2015**

Description	Rate
ALS Emergency Base Rate <sup>1</sup> – Resident	\$1,427
ALS Emergency Base Rate – Nonresident*	\$1,683
ALS Non-Emergency Base Rate <sup>2</sup> – Resident	\$1,427
ALS Non-Emergency Base Rate – Nonresident*	\$1,683
ALS Level 2 <sup>3</sup> – Resident	\$1,504
ALS Level 2 – Nonresident*	\$1,760
Mileage	\$31/mile
Facility Waiting Time (per 1/4 hour)	\$263
Oxygen Use	\$111
Standby (Per Hour)	\$195
Critical Care Transport <sup>4</sup> – Resident	\$2,111
Critical Care Transport – Nonresident*	\$2,367
Treatment – No Transport <sup>5</sup>	\$406
Medical Supplies & Drugs <sup>6</sup>	Market Cost + 15%

<sup>1</sup> ALS Emergency Base Rate: This base rate is charged for all emergency transports for which the patient was transported to an acute care hospital or rendezvous point with an air ambulance at least 0.1 mile from the pick up location.

<sup>2</sup> ALS Non-Emergency Base Rate: This base rate is charged for non-emergency transfers from a private residence, convalescent care, skilled nursing facility, or hospital and does not require an emergency response (i.e., red lights and siren) to the pick up location.

<sup>3</sup> ALS Level 2: This charge applies when there has been a medically necessary administration of at least three different medications or the provision of one or more of the following ALS procedures: manual defibrillation/cardioversion, endotracheal intubation, central venous line, cardiac pacing, chest decompression, surgical airway, or intraosseous line.

<sup>4</sup> Critical Care Transport: This charge applies when a patient receives care from a registered nurse during transport from a hospital to another receiving facility.

<sup>5</sup> Treatment – No Transport: This charge applies when the patient receives an assessment and at least one ALS intervention (i.e., ECG monitor, IV, glucose, etc.), but then refuses transport or is transported by other means (i.e., private car, air ambulance, etc.)

<sup>6</sup> Medical Supplies & Drugs: Medical supplies and drugs are billed at provider's net cost plus a handling charge of 15% to cover the costs of materials, ordering, shipping and inventory control.

\* Nonresident: Charge applies to a patient whose home address includes a city, state or zip code located outside El Dorado County.

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

#### RECITALS

**WHEREAS**, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

**WHEREAS**, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

**WHEREAS**, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

**WHEREAS**, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

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

**WHEREAS**, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

**WHEREAS**, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

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

1. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.

2. Scope of Use and Disclosure by BA of County Disclosed PHI

- A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA 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 BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
  - (3) disclose PHI as necessary for BA's operations only if:
    - (a) prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
      - (i) to hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
      - (ii) the third party will immediately notify BA of any breaches of confidentiality of PHI to extent it has obtained knowledge of such breach.
  - (4) 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.
  - (5) not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
  - (6) de-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
- C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.

3. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
  - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI in accordance with 45 CFR 164.308,164.310,164.312, and 164.504(e)(2). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule.
  - B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
  - C. Report to County in writing of any access, use or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA's failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.
  - D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.
4. PHI Access, Amendment and Disclosure Accounting. BA agrees to:
  - A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).
  - B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in

the event that the PHI in BA's possession constitutes a Designated Record Set.

- C. To assist the County in meeting its disclosure accounting under HIPAA:
- (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
  - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

5. Obligations of County.

- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will promptly notify BA 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 BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

- D. County shall not request BA 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 BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

6. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
  - (1) Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
  - (2) Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or
  - (3) If neither termination nor cures are feasible, the County shall report the violation to the Secretary.
- C. Effect of Termination.
  - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
  - (2) In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and . BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

7. Indemnity

- A. BA 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 (collectively “County”) from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA’s performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA 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 against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its 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 BA’s indemnification of County as set forth herein. BA’s obligation to defend, indemnify and hold harmless County shall be subject to County having given BA 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 BA’s expense, for the defense or settlement thereof. BA’s obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA’s obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. 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 Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.



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

APPENDIX E  
 Partial Payment Period  
 Compensation Methodology

For partial Payment Periods, whether due to cancellation of Contract or the last two months of the term as defined in the Article titled Compensation for Services, County agrees to pay Contractor all outstanding amounts owed for services provided through the effective date of cancellation or expiration of the contract (either event hereinafter referred to as Effective Date) in accordance with the following compensation methodology. All compensation for outstanding Special Taxes, Wilderness Response Area coverage, and Ambulance Service fees will be prorated as indicated below. Except as provided in this Appendix E herein, no other compensation, fee, or expenses will be deemed due and owing.

**Special Taxes:**

Payment for Special Taxes will be calculated using the number of days that have passed since the last special tax payment prior to the Effective Date divided by the total number of days in the Effective Date Period as defined in the Article titled Compensation for Services. The amount of compensation allowed for the payment period will be multiplied by the resulting percentage. See example below:

SPECIAL TAXES EXAMPLE							
Projected Collection (PY) Special Tax Collection - 3%	Amount of Projection for Payment Period	Date of Last Payment	Total Days in Payment Period	Effective Date	Days in Effective Date Period	Percent of Payment Period prior to Effective Date	Projected Collection x % of Period prior to Effective Date
\$107,922.20	\$53,517.58	1-Jan	181	23-Feb	54	29.83%	\$15,966.57

**Wilderness Response Area:**

Payment for response in the Wilderness Response Area will be calculated using the number of days that have passed since the last payment for wilderness response prior to the Effective Date divided by the total number of days since the effective date. The amount of compensation allowed for the payment period will be multiplied by the resulting percentage. See example below:

WILDERNESS RESPONSE AREA EXAMPLE						
Initial Fee of \$21,163.20 in Two equal Payments	Date of Last Payment	Total Days in Payment Period	Effective Date	Days since Effective Date	Percent of Payment Period Prior to Effective Date	Fee of \$10581.60 x % of Period prior to Effective Date
\$10,581.60	1-Jan	181	23-Feb	54	29.83%	\$3,156.94

**Ambulance Service Fees:**

Ambulance Service fees that have not been paid will be calculated based on the average quarterly fee for service payments during the preceding five (5) quarters, prorated for the number of days in the quarter in which the contract is terminated. See example below:

AMBULANCE SERVICE FEES EXAMPLE							
Total Svcs for five full quarters prior to Effective Date	Average per Quarter	Date of last Payment	Total Days in Payment Period (Qrtly Payment)	Effective Date	Days since Effective Date	Percent of Payment Period prior to Effective Date	Projected Collection x % of period prior to Effective Date
\$60,000.00	\$15,000.00	1-Jan	90	23-Feb	54	60.00%	\$9,000.00