

CONTRACT
for
**PREHOSPITAL ADVANCED LIFE SUPPORT,
AMBULANCE AND DISPATCH SERVICES**
between
EL DORADO COUNTY
and
**CALIFORNIA TAHOE
EMERGENCY SERVICES OPERATIONS AUTHORITY
(CAL TAHOE)**

September 1, 2011

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

THIS CONTRACT, made and entered into on September 1, 2011 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the California Tahoe Emergency Services Operations Authority, (hereinafter referred to as "CAL TAHOE"), whose principal place of business is 1901 Airport Road, South Lake Tahoe, CA 96150, and whose mailing address is P.O. BOX 8917, South Lake Tahoe, CA 96158;

WITNESSETH

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

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

WHEREAS, a joint powers authority entitled California Tahoe Emergency Services Operations Authority (CAL TAHOE) has been formed to provide prehospital emergency and non-emergency medical services and patient transportation services and dispatch services; and

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

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

SECTION I – DEFINITIONS

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

1. Advanced Life Support (ALS) means special services designed to provide definitive prehospital emergency medical care, including, but not limited to cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital, until responsibility is assumed by the emergency or other medical staff of that hospital or as otherwise defined by the Federal Health Care Finance Administration.
2. Ambulance means a vehicle that is specially constructed, modified or equipped, and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons. In the case of vehicles owned and operated by public agencies, ambulance must meet the same standards for construction, identification, mechanical integrity, equipment and supplies as required of private agencies by the California Highway Patrol.
3. Ambulance Service means a licensed person or entity or a public agency that is specially trained, equipped, and staffed to provide ambulance transportation services, including providing care to ill or injured persons.
4. Arrival at the Scene means the time that an emergency response vehicle comes to a physical stop at an emergency scene (wheels stopped).
5. Cancelled Run means a call that is cancelled prior to making patient contact.
6. County means El Dorado County, a political subdivision of the State of California. The El Dorado County Health Services Department through the El Dorado County EMS Agency is responsible for the direct oversight of prehospital emergency and non-emergency medical care in El Dorado County.
7. Critical Care Transport (CCT) means a transport during which a patient requires a level of medical care and/or observation that exceeds the standard scope of practice for COUNTY accredited paramedics. Such services may be rendered by specially trained and authorized paramedics, or registered nurses, physicians, respiratory therapists, perfusionists, physician's assistants, nurse practitioners or nurse midwives as determined by the physician responsible for the patient and the El Dorado County EMS Agency Medical Director.
8. Dedicated Ambulance, for the purposes of this Contract, means a fully staffed ambulance committed to provide standby ambulance services during the course of a special event.

9. Designated Dispatch Center, for the purposes of this Contract, means the dispatch agency designated by COUNTY as the Command Center for CSA No. 3 - East Slope Primary Response Areas to dispatch and track requests for emergency and non-emergency medical services within El Dorado County.
10. Dry Run means a call that does not result in a patient transport.
11. Electronic Prehospital Care Report (ePCR) means an electronic form approved by the El Dorado County EMS Agency for the purpose of documenting all patient care provided in El Dorado County. If service entity is providing ambulance transport service under contract with El Dorado County, the ePCR shall also include all required billing information.
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 or determined to be an emergency through the use of an Emergency Medical Dispatch system approved by the El Dorado County EMS Agency Medical Director.
13. Emergency Medical Dispatch (EMD) means medical dispatch protocols and pre-arrival instructions approved by the El Dorado County EMS Agency Medical Director and the El Dorado County EMS Agency Administrator, based on the Emergency Medical Dispatch National Standard Curriculum as the standard.
14. Emergency Medical Dispatch (EMD) dispatcher means a dispatcher trained according to the National Highway Traffic Safety Administration (NHTSA): Emergency Medical Dispatch National Standard Curriculum.
15. 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.
16. Emergency Medical Service and Medical Transportation Ordinance means an ordinance adopted by the El Dorado County Board of Supervisors that sets the standards and/or definitions for emergency medical services and medical transport; personnel and training requirements; equipment and supply requirements; response times; communication requirements; and medical transportation service requirements. It empowers the El Dorado County Emergency Medical Services Agency through the El Dorado County Health Services Department to issue permits to litter van and wheelchair van transport services, and enter into contracts with ambulance entities; monitor performance;

enforce standards, if necessary; and act in an impartial manner as an arbitrator in matters of citizen complaints.

17. Emergency Medical Services (EMS) means the medical services provided in an emergency.
18. Emergency Medical Services Agency (EMS Agency) means the administrative agency designated through the El Dorado County Health Services Department by the El Dorado County Board of Supervisors pursuant to Health and Safety Code, Section 1797.200.
19. 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.
20. Emergency Medical Technician or 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, Chapter 2, and who has a valid State of California certificate.
21. Emergency Medical Technician-Paramedic or EMT-P means an individual who is educated and trained in all elements of Prehospital Advanced Life Support; whose scope of practice is to provide Advanced Life Support in accordance with the standards prescribed in the California Code of Regulations, Title 22, Chapter 4; and who has a valid State paramedic license. Paramedics working in El Dorado County must additionally be accredited according to standards established by the El Dorado County EMS Agency Medical Director.
22. Hospital Turnaround Time means the length of time from arrival at hospital to the time that an ambulance or medical transportation vehicle is available to respond to a call.
23. Member Agency means a member agency of the California Tahoe Emergency Services Operations Authority (CAL TAHOE) which are: Lake Valley Fire Protection District and South Lake Tahoe Fire Department.
24. Mobile Intensive Care Nurse (MICN) means a registered nurse who is licensed by the California Board of Registered Nursing and who has been authorized by the local county EMS agency medical director as qualified to provide Prehospital Advanced Life Support or to issue instructions to prehospital emergency medical care personnel within an EMS system according to standardized procedures developed by the local county EMS agency.
25. Out-of-Chute means the time from the moment that the ambulance or medical transportation entity is first provided the call information, to the moment that the vehicle leaves its present position to respond to the call (wheels move).
26. Physician means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.

27. Prehospital Care Report (PCR) means the form approved by the El Dorado County EMS Agency for the purpose of documenting all patient care provided in El Dorado County. If service entity is providing ambulance transport service under contract with El Dorado County, the PCR shall also include all required billing information.
28. Primary Response Areas means the geographical areas designated by the COUNTY as emergency medical services zones as defined in Appendix A.
29. Priority Dispatch means an emergency medical dispatch program that includes an emergency medical dispatch priority reference system, approved pre-arrival instructions, and certified Emergency Medical Dispatchers (EMD's).
30. Registered Nurse means an individual licensed by the State of California Board of Registered Nursing. (Note: Nurses originating from the State of Nevada who provide emergency medical transportation services across the California-Nevada border shall be licensed by the Nevada State Board of Nursing.)
31. Response Time means the time interval from the moment that the ambulance or medical transportation entity is first made aware of the call back number, the address of the patient or passenger, and in the case of ambulance request the presumptive patient condition as defined by EMD, and in the case of medical transportation the requested level of service, until the arrival at the scene of the emergency or pickup point, which is the time that an ambulance or medical transportation vehicle comes to a physical stop at the scene (wheels stopped).
32. Special Event means an event where spectators and/or participants in the event have a potential for illness or injury, or any situation where a previously announced event results in a gathering of persons in one general locale, sufficient in numbers, or engaged in an activity, that creates a need to have one or more EMS resources at the site as defined by the current El Dorado County EMS Agency Policy issued by the El Dorado County EMS Agency Medical Director.
33. System Standard of Care means the most current versions of the County's Emergency Medical Service and Medical Transportation Ordinance, the El Dorado County EMS Agency Policy and Procedure Manual, and any written directives issued by the El Dorado County EMS Agency Medical Director.
34. Time of Dispatch means the moment that the ambulance or medical transportation entity is first made aware of the call back number, the address of the patient or passenger, and either: (i) in the case of ambulance request the presumptive patient condition as defined by EMD; or (ii) in the case of medical transportation the requested level of service.
35. Unit Hour means a fully staffed and equipped ambulance available for or involved in emergency medical response for one hour.

36. Unit Hour Utilization Ratio (UHUR) means a measure of system productivity that is calculated by dividing the number of transports by the number of unit hours produced during any specific period of time. For example, if a system operates one unit for 24 hours and transports 12 patients in that period, its unit hour utilization ratio would be 0.50.

SECTION II – GENERAL SERVICE PROVISIONS

Article I – General

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

A. Scope of Service

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

CAL TAHOE shall provide non-emergency Prehospital Advanced Life Support transport services (Priorities 4, 5, & 6) to Enki Health psychiatric clients on a twenty-four (24) hour, seven (7) day a week basis, as needed, and as requested by a Designated 9-1-1 Dispatch Center, as long as services are within the resource limits of El Dorado County.

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

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

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

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

B. Applicable Laws

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

C. CAL TAHOE Accountability

CAL TAHOE shall be directly accountable to the El Dorado County Health Services Department for Contract compliance issues and conformance with operational policy. CAL TAHOE shall be responsible to the El Dorado County EMS Agency, under the direction of the El Dorado County EMS Agency Medical Director, for such issues as medical control, accreditation, quality assurance, and other medical care related activities. On-line medical control has been delegated to the Base Hospital (Barton Memorial Hospital) for day-to-day patient care oversight.

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

D. Successors and Waivers

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

E. Prior Contracts

Any prior contracts regarding this subject matter between COUNTY and CAL TAHOE, and all prior ALS contracts with Member Agencies for services within CSA No. 3, are hereby terminated as of the effective date of this Contract.

Article II – System Designations

- A. The designated Base Hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798 through and including Section 1798.104. The designated Base Hospital for CSA No. 3 is Barton Memorial Hospital.
- B. The designated Dispatch Center for CSA No. 3 is the City of South Lake Tahoe Dispatch Center. CAL TAHOE shall respond to requests for Prehospital Advanced Life Support services from the designated Dispatch Center.

SECTION III – DISPATCH REQUIREMENTS

Article I – General Dispatch Provisions

CAL TAHOE shall provide or subcontract to provide one hundred percent (100%), twenty-four (24) hours per day, seven (7) days per week dispatch coverage and services for all Priority 1, 2, 3, 4, 5 and 6 ambulance requests for service, as described in Section V, Article XI, C., for the term of this Contract, in accordance with federal, State and local provisions, including but not limited to those outlined below.

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

A. Staffing

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

B. Hardware

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

C. Computer Aided Dispatch System

CAL TAHOE will provide a computer aided dispatch (CAD) system to be utilized to record dispatch information for all ambulance requests. The CAD time recording system must include the date, hour, minutes and seconds. All radio and telephone communication including pre-arrival instructions and time track must be digitally recorded and retained for a minimum of 365 days. COUNTY shall have access to recorded information related to medical calls with appropriate notice.

- D. Dispatch facility shall hold current designation as primary or secondary Public Safety Answering Point (PSAP) by State of California.
- E. The designated Dispatch Center shall utilize and maintain a computer aided dispatch (CAD) system with specialized separate tracking of EMS and ambulance responses. CAL TAHOE shall notify COUNTY if CAD system is inoperative for more than 24 hours.
- F. CAL TAHOE shall provide a system of priority dispatch and pre-arrival instructions together with applicable quality assurance approved by the El Dorado County EMS Agency Medical Director.

G. Priority Dispatch Protocols and Pre-Arrival Instructions

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

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

CAL TAHOE shall ensure that the COUNTY approved priority dispatch and pre-arrival instruction software is installed by the designated Dispatch Center at all times during this Contract. If, during the term of this Contract, the CAD vendor used by CAL TAHOE develops an interface to ProQA, or CAL TAHOE changes CAD vendors to one with such an interface, CAL TAHOE shall install the interface at its own sole expense.

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

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

I. Syndromic Biosurveillance System

CAL TAHOE shall purchase and install a Syndromic Biosurveillance System as proposed in *Section XIII. System Enhancements. Paragraph A.* beginning on page 1439 of its response to the County RFP. The system installed shall be the FirstWatch Real Time Early Warning System detailed in the proposal. CAL TAHOE may utilize Option 1 (purchase) or Option 2 (Software as a Service) found on page 1473 of the proposal, to acquire this capability. This installation shall be completed by no later than, **(INSERT DATE)**. CAL TAHOE shall assure that COUNTY has access to real time data available from this system. Should COUNTY decide to implement the Syndromic Biosurveillance System County-wide at some future date, COUNTY and CAL TAHOE will enter into discussions regarding the expansion and distributed costs of the expanded system.

Article II – Dispatch Data and Reporting Requirements

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

A. Dispatch Computer

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

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

B. Dispatch Data and Reporting

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

1. Emergency life threatening and non-life threatening response times by jurisdiction and by user definition per the Medical Priority Dispatch System.
2. Unscheduled non-emergency and scheduled non-emergency response times by jurisdiction and by user definition per the Medical Priority Dispatch System.

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

At a minimum, CAL TAHOE's electronic data system will provide the reports, features and capabilities documented in its Proposal submitted in response to COUNTY's RFP 11-0073.

In addition, Dispatch personnel shall fully complete a manual "dispatch card" approved by COUNTY for each dispatch of an ambulance when the computer is inoperable. Dispatch personnel, following the resumption of normal service of the CAD system, shall enter manual dispatch cards into the CAD system.

C. **Quality Assurance and Medical Control**

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

Article III – Dispatch Personnel Requirements

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

- A. Trained according to El Dorado County EMS Agency's adopted program of national standards, the National Highway Traffic Safety Administration (NHTSA): Emergency Medical Dispatch National Standard Curriculum.
- B. Utilize ProQA software for management of EMS resources through proper interrogation and situation assessment by the dispatcher and provide patient care through the delivery of post-dispatch/pre-arrival instructions to assist the patient until prehospital care providers arrive at the scene.
- C. Utilize AQUA for performance evaluation of EMD.
- D. Maintain and keep current EMD staff certifications.
- E. Provide staff orientation to the emergency medical services system.
- F. Maintain continuing education requirements.
- G. Provide resource management.
- H. Provide operational plan management.
- I. Manage 9-1-1 non-urgent requests for service.
- J. Manage critical care transport requests for service.

Article IV – Record of Dispatch Call

Upon request of the El Dorado County EMS Agency, CAL TAHOE shall provide from Dispatch Center digitally recorded copies of calls for quality assurance purposes. Recordings shall be delivered to the Agency within five business days from receipt of written, including email, request to CAL TAHOE Executive Director.

SECTION IV – PRIMARY RESPONSE AREAS

This Contract is for all ALS ground ambulance services, including emergency and non-emergency services dispatched to CAL TAHOE by the Designated Dispatch Center, for that area of El Dorado County known as CSA No.3 South Shore Area, and a part of Alpine County except for a portion of "Tahoe West Shore Zone of Benefit" in El Dorado County. The Boundaries of the Primary Service area are delineated on the map contained in Appendix A to this Agreement. CAL TAHOE shall be responsible for providing ALS Ambulance Service for all requests from the Designated Dispatch Center.

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

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

SECTION V – STANDARDS of SERVICE for PREHOSPITAL ALS

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

Article I – Emergency Medical Standards and Requirements

- A. CAL TAHOE shall provide Prehospital Advanced Life Support service response on a continuous twenty-four (24) hour per day basis, unless otherwise specified by the El Dorado County EMS Agency, in which case there shall be adequate justification for the exemption, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167(b) (1).
- B. CAL TAHOE shall at all times meet the requirements set forth by the California Highway Patrol; the California Vehicle Code; the State of California Health and Safety Code; the State of California Emergency Medical Services Authority; the California Code of Regulations; the County Emergency Medical Service and Medical Transportation Ordinance; the El Dorado County EMS Agency Policies, Procedures and Field Treatment Protocols; and any and all other applicable statute, ordinance, and resolution regulating Prehospital Advanced Life Support services provided under this Contract, including but not by way of limitation, personnel, vehicles, equipment, services, and supplies. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.
- C. CAL TAHOE, on behalf of itself or a subcontracted responding unit, shall not advertise itself as providing Advanced Life Support services unless routinely providing Advanced Life Support services on a continuous twenty-four (24) hour per day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, section 100167(c).

Article II – System Status Management

- A. CAL TAHOE shall implement services under this Contract as a part of the emergency medical response system within the designated Primary Response Areas, and adhere to a System Status Management Plan developed by CAL TAHOE and reviewed by the El Dorado County EMS Agency. Such plan shall be in place at all times during the term of this Contract. CAL TAHOE shall submit to the El Dorado County EMS Agency for review and comment any proposed material or permanent changes to the System Status Management Plan at least fifteen (15) days in advance of implementation of any proposed changes.
- B. CAL TAHOE may be required to revise its System Status Management Plan, deployment plan, crew hours or additional ambulance hours when a crew or individual is being constantly overworked.
 - 1. The System Status Management Plan shall be revised when an individual works in excess of any consecutive hours that may impair patient care, and an individual is not allowed at least twelve (12) hours off, immediately following four (4) 24-hour periods worked. Any exceptions due to extenuating circumstances shall be reported in writing within 72 hours to the El Dorado County EMS Agency.
 - 2. The maximum unit hour utilization (UHU) for 24-hour ambulance transport unit crews shall not exceed 0.40 continuously without COUNTY approval. COUNTY shall review the System Status Management Plan any time the ratio of transports to unit-hour production exceeds 0.40 UHU, and may recommend remedial corrections to the Plan. CAL TAHOE may notify COUNTY at any time CAL TAHOE deems unit hour utilization levels necessitate a review of the System Status Management Plan.

Article III – Changing Service Demand Levels

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

Article IV – Emergency Medical Service Requirements

- A. Ambulances shall transport each patient in need of or requiring transport to the designated Base Station Hospital or as directed by on-line medical control at the Base Station Hospital.
- B. CAL TAHOE shall promptly respond an ambulance to the emergency call, or schedule a time to respond that is acceptable for non-emergency calls, and shall complete that run, unless diverted by the Designated Dispatch Center pursuant to CAL TAHOE's System Status Management Plan.

- C. Ambulance crew shall notify the Designated Dispatch Center when enroute, upon arrival at scene, upon departure from scene, upon arrival at hospital, and upon departure from hospital. Ambulance crew shall notify the Designated Dispatch Center when they are committed to a call, out of service, or when any other status change occurs.
- D. CAL TAHOE shall not cause or allow its ambulances to respond to a location without receiving approval to respond from the Designated Dispatch Center for such service at that location. Ambulance staff shall notify the Designated Dispatch Center to be assigned to an incident if circumstances are warranted.
- E. In the event that an ambulance is unable to respond to a request for ambulance service, the ambulance crew shall immediately notify the Designated Dispatch Center.
- F. During a patient transport, ambulance crew shall notify the Base Hospital and give a report on patient status, treatment given, and estimated time of arrival. CAL TAHOE shall ensure that prehospital personnel communicate current and ongoing patient assessments to the Base Hospital, and collaborate with Base Hospital in the provision of care, and follow physician or MICN direction as instructed.
- G. CAL TAHOE shall ensure that personnel be familiar with local geography throughout the Primary Response Areas.
- H. CAL TAHOE shall allow inspections, site visits or ride-alongs at any time by El Dorado County EMS Agency staff, with reasonable notice, for purposes of Contract compliance and medical quality assurance. This section does not override COUNTY's rights and responsibilities under Title 22 to perform unannounced site visits. COUNTY will respect any applicable due process in regard to employee rights when conducting an investigation.
- I. COUNTY does not prohibit ambulance personnel from engaging in other emergency-related activities such as fire suppression or high-angle rescue if and only if response time performance requirements are currently being met.

Article V – Standby and Special Event Coverage

A. Non-dedicated Standby Ambulance Service

Upon request by law enforcement and/or fire departments, and where available units/staffing exist, CAL TAHOE may furnish courtesy stand-by ambulance coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public. Units assigned to stand-by coverage at emergency incidents shall be under the control of the Incident Commander and will only be available for assignment to other duties or calls if released by the Incident Commander. CAL TAHOE may request the release of such units by communicating with the Incident Commander through the Designated Dispatch Center.

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

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

B. Dedicated Standby Ambulance Service

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

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

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

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

Article VI – Personnel Requirements

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

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

- C. In the case of Critical Care Transport (CCT) ambulance, each CCT ambulance shall be staffed with a minimum of one EMT-1 and one registered nurse qualified at the appropriate level or a physician to provide critical care during transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.
- D. CAL TAHOE shall ensure that the medical certification and/or accreditation level of all personnel be clearly displayed. Said identification shall be worn as deemed operationally necessary.
- E. CAL TAHOE shall ensure that all personnel shall be physically and mentally fit to serve in the prehospital care capacity. No intoxicating substance shall be used while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.
- F. CAL TAHOE shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. CAL TAHOE shall provide to the El Dorado County EMS Agency specific records upon request.
- G. CONTRACTOR shall provide a single point liaison to COUNTY for communication regarding Contract fulfillment. In the event that the single point liaison is unavailable, CAL TAHOE's communication chart shall be utilized.
- H. CAL TAHOE shall designate an on-duty or on-call management or supervisory staff, available at all times, who is authorized to act on behalf of CAL TAHOE in all operational matters. The Designated Dispatch Center shall at all times be advised and have available the contact information for the designated staff.
- I. If the CAL TAHOE Executive Director is unavailable during scheduled working hours Monday through Friday, notification shall be given to the El Dorado County EMS Agency.
- J. CAL TAHOE shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; El Dorado County EMS Agency; and City and COUNTY staff.
- K. CAL TAHOE shall ensure professional and courteous conduct at all times from all personnel, office personnel, field supervisors, middle management, officers and executives.
- L. CAL TAHOE shall ensure safe and sanitary living quarters for on-duty personnel.

Article VII – Equal Opportunity Employer

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

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

Article VIII – Training Requirements

- A. CAL TAHOE shall provide qualified paramedic personnel to be Field Training Officers (FTO's) to instruct and accredit paramedics who are new to the system or who are in an approved paramedic internship program. FTO's shall provide orientation to El Dorado County EMS Agency Policies, Procedures, Protocols, Trauma Plan, EMS Plan, EMS radio communication and Base Station and receiving hospitals. FTO's shall provide training in any optional scope of practice procedure currently in effect in El Dorado County. CAL TAHOE shall ensure that FTO's shall be allowed to attend meetings and/or training pertinent to the El Dorado County EMS system. The El Dorado County EMS Agency Medical Director shall approve all El Dorado County FTO's.
- B. CAL TAHOE shall require that among the Member Agencies which provide ambulance service, there shall be appointed at a minimum a combined total of no less than three (3) Field Training Officers (FTO's), approved by the El Dorado County EMS Agency Medical Director, to provide accreditations, internships, field training, and quality improvement functions. CAL TAHOE shall notify the El Dorado County EMS Agency Medical Director when less than three (3) FTO's are available.
- C. CAL TAHOE shall agree to participate in EMS system components that include paramedic, nurse and trainee field observations including ride-alongs, disaster drills, and continuing education programs, even if such persons are employed by CAL TAHOE.

Article IX – Community Education

COUNTY desires that CAL TAHOE take significant steps to improve access to the 9-1-1 system and participate in community education programs emphasizing preventive health care. These programs are to be made available to schools and community groups. It is COUNTY's expectation that CAL TAHOE will plan such programs working collaboratively with COUNTY and other public safety and EMS-related groups, such as the American Heart Association, the American Red Cross, and the fire departments. CAL TAHOE's Community Education Plan shall reflect the goals of the COUNTY to include participation in EMS Week activities, and the provision of at least 24 hours of public relations events per year (in addition to events that are provided on a non-dedicated basis). Public Relations hours may, at CAL TAHOE's option, be provided by in-service units/personnel. All programs shall be approved by COUNTY.

Article X – Quality Improvement/Quality Assurance

- A. CAL TAHOE shall participate in all quality improvement/quality assurance activities promulgated by the El Dorado County EMS Agency, and shall appoint appropriate personnel to serve on prehospital and disaster committees, as needed. These committees and/or activities shall include, but are not limited to, Continuous Quality Improvement Committee (CQIC), Medical Advisory Committee (MAC), peer review, post incident critiques, and other related activities and committees. CAL TAHOE shall be fiscally responsible for this staff's participation time.
- B. CAL TAHOE shall have and maintain a comprehensive internal medical and operational quality assurance program. This program shall, at a minimum, monitor and evaluate the Prehospital Advanced Life Support services required in this Contract. The program shall be reviewed and approved by the El Dorado County EMS Agency.
- C. CAL TAHOE shall cooperate fully in supplying all requested documentation to both the Base Hospital and the El Dorado County EMS Agency, and shall participate fully in all quality assurance programs mandated by COUNTY.

Article XI – Response Time Standards

A. Response Time Definition

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

Responses to requests for emergency ambulance service originating from within the Primary Response Areas must meet the following Response Time requirements (the Response Zones are defined in Appendix A).

B. Response Time Requirements

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

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

C. Maximum Response Times

Priority	Urban	Semi-Rural	Rural	Wilderness
1	10:00	20:00	20:00	90:00
2	12:00	22:00	22:00	90:00
3	15:00	25:00	25:00	90:00
4	On time*	30:00	60:00	90:00
5	60:00	60:00	90:00	N/A
6	30:00	45:00	N/A	N/A

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

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

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

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

In the case of Priority 6 requests for service, CAL TAHOE may contact the requesting agency to establish a reasonable, scheduled time of arrival. CAL TAHOE will either directly provide or subcontract for any clinical staff required to provide critical care transports. CAL TAHOE shall, in any subcontract assure that patients and their responsible parties are not separately billed by any subcontractor for staffing, equipment supplies or services provided on critical care transports.

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

D. Response Time Measurement for Primary Response Areas

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

1. Time Intervals

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

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

In instances when the ambulance fails to report "at scene", the time of the next communication with the ambulance will be used as the "at scene" time. However, CAL TAHOE may appeal such instances when it can document

the actual arrival time through other means such as first responders. Arrival times captured by Automated Vehicle Locator (AVL) position reporting data may be used to verify arrivals provided the data show that the ambulance actually arrived on the scene and did not automatically show an arrival prior to stopping.

2. Upgrades, Downgrades and Reassignments

a. Upgrades

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

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

b. Downgrades

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

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

c. Reassignment Enroute

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

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

CAL TAHOE shall respond into Alpine County, which is outside CSA No.3. These calls are treated as Remote Area (Wilderness) with a ninety (90) minute response time requirement. CAL TAHOE will not be held accountable for emergency or non-emergency response time compliance for any other assignment originating outside of the defined service areas. Responses to requests for service outside of the service areas will not be counted in the total number of responses used to determine compliance.

F. Each Incident a Single Response

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

G. Response Time Audit Trail

CAL TAHOE will maintain a system to assure a complete audit trail for all response times and assure COUNTY and the El Dorado County EMS Agency Medical Director access to the response time data at any time to assure compliance and to calculate penalties.

H. Response Time Compliance

CAL TAHOE shall be compliant with the response time reliability requirements, achieving 90% or better performance for each priority for the entire term of this Contract and any extensions thereto.

Article XII – Response Time Exceptions and Exemption Requests

CAL TAHOE shall maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond CAL TAHOE's reasonable control affect the achievement of the specified response time standards. These unusual factors are limited to unusually severe weather conditions, declared disasters, or periods of unusually high demand for emergency services. Unusually high demand for emergency responses, for the purpose of considering exemption requests, will be defined as more than two units simultaneously engaged in Priority 1, 2 and/or 3 calls.

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

Exceptions from Response Time Requirements

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

- Disaster and mutual aid situation (mutual aid will not be chronically used to avoid response time requirements);
- Additional units responding to large multi-casualty incident situations requiring two or more ambulances;
- Incorrect or inaccurate dispatch information received at a 9-1-1 PSAP, public safety agency or other direct source;
- Material change in dispatch location;
- Inability to locate address due to non-existent address;
- Delays caused by extraordinary adverse traffic conditions;
- Delays caused by road construction and/or closure;
- Unavoidable delays caused by off-paved-road locations;
- Severe weather conditions including dense fog, snow or ice;
- Delays attributable to COUNTY and not due to CAL TAHOE including an inventory audit;
- Delays attributable to inaccessible geographic location.
- Requests for Priority 1, 2 and/or 3 service when two (2) or more units are simultaneously engaged in Priority 1, 2, and/or 3 calls at moment of dispatch. (For example: When two (2) units are concurrently unavailable due to their commitments to Priority 1, 2 and/or 3 calls, the third (3rd) and/or fourth (4th) request for Priority 1, 2 and/or 3 service may be exempt from response time compliance.)

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

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

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

Should CAL TAHOE dispute the determination made by the El Dorado County EMS Agency Administrator and the El Dorado County EMS Agency Medical Director, CAL TAHOE may make a written appeal to COUNTY for a definitive ruling by submitting it to the El Dorado County Director of Health Services, within five (5) business days of the receipt of the response time calculations summary. The ruling of the El Dorado County Director of Health Services will be final and binding.

Article XIII – Penalties and Incentives for Response Time Requirements

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

For purposes of calculating non-performance penalties, a fraction of a percent is to be rounded down to the whole percentage point. For example, any priority of transport achieving 89.9% will be determined to be 89% compliance because it failed to achieve the 90% reliability threshold.

A. Non-performance Penalties

The following deductions will be applied when systemwide response time compliance for Priority 1 or 2 transports falls below 90% for any given month:

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

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

The following deductions will be applied when systemwide response time compliance for Priority 3, 4, 5 or 6 transports falls below 90% for any given month:

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

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

B. 100 Transport Rule

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

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

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

The above deductions will be assessed each month. For purposes of assessing non-performance penalties, monthly response times will be reported without

decimals and no rounding factor will be allowed (e.g., a monthly performance of 89.9% will be reported as 89%).

C. Incentive for Superior Response Time Performance

For any year in which the CAL TAHOE has been assessed any non-performance penalties for one or more priority of service, and in which, at the end of the contract year, it achieves at least 92% compliance for those priorities in which it had been previously penalized, the County will forgive the previously deducted penalties. This provision shall apply to each priority separately and no carry-over shall be used from contract year to contract year.

D. Reporting Requirement Penalties

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

Article XIV – Backup Unit Coverage Requirement

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

Article XV – Mutual Aid Requests

Mutual aid response by CAL TAHOE shall be performed in accordance with approved cover and mutual aid agreements. In the course of rendering such services, CAL TAHOE shall be exempt from the response time standards otherwise imposed by this Contract. CAL TAHOE shall advise dispatch that they are unable to respond to mutual aid requests if such response is in conflict with a response in the Primary Response Areas.

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

Article XVI – Disaster/Multicasualty Incident Requirements

- A. CAL TAHOE shall be actively involved in planning for and responding to any declared disaster in the County. Both a mass casualty incident plan and an emergency disaster plan following incident command system guidelines have been developed.
- B. In the event that a disaster within the service area, the County or a neighboring County is declared, normal operations shall be suspended and CAL TAHOE shall respond in accordance with the County's disaster plan. CAL TAHOE shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of declared disaster, the COUNTY will not impose performance requirements and penalties for response times.
- C. COUNTY will reimburse CAL TAHOE for the documented, direct, marginal increased cost of providing approved disaster services. In the event of a declared disaster, COUNTY shall coordinate all efforts to recover disaster funding from various local, state, federal and other applicable sources. CAL TAHOE will comply with reasonable requirements to provide operational, financial and other data that may be required or useful in pursuing reimbursement. This provision will only be used for situations in which the County, State or Federal Government has declared a disaster or state of emergency. Bad or even severe weather of a nature that is foreseeable will not qualify unless an appropriate authority declares it a disaster situation and CAL TAHOE has sustained increased expense as a direct and proximate result of the disaster.

SECTION VI – EQUIPMENT and SUPPLY REQUIREMENTS

Article I – Ambulance Vehicles

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

4. CAL TAHOE shall maintain access to a sixth ambulance through cooperative agreements with neighboring Member Agencies/ambulance providers.

B. Vehicle Markings

All ambulances shall be marked as described in Appendix D. CAL TAHOE shall not modify ambulance vehicle markings without the expressed written consent of COUNTY.

C. Equipment Provided by County and Communications Specifications

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

D. Equipment Provided by CAL TAHOE

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

E. Supplies for Basic and Advanced Life Support Services

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

F. First Responder Equipment and Supply Replenishment

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

G. Return to Station

In any situation in which fire department personnel assist CAL TAHOE during transport to the hospital, CAL TAHOE shall provide or arrange return transportation to the fire station for those personnel. This will be accomplished within a reasonable period of time.

H. In-Service Training

CAL TAHOE will provide in-service training for first responders that will benefit the EMS system as a whole. This training should, at a minimum, facilitate on-scene interactions with CAL TAHOE's personnel and provide access to CAL TAHOE's educational programs needed for the continued certification of first responders. CAL TAHOE, however, is not responsible for the recertification of first responders.

Article II – Equipment and Vehicle Sublease Agreements

A. Takeover Rights (Step-In)

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

B. Vehicle and ALS Equipment Requirements

1. CAL TAHOE may choose to hold title to vehicles and ALS equipment or enter into some form of a lease arrangement. If ownership is desired, CAL TAHOE must maintain a Contingent Lease Agreement with COUNTY, whereby COUNTY, at its discretion, can assume immediate control of the ambulances and ALS equipment in the event of breach of Contract, declared bankruptcy, failure to efficiently and adequately provide prompt service delivery, unforeseen cessation of operations, or termination of Contract for whatever reason.
2. If a lease arrangement is desired, CAL TAHOE must arrange for a provision in the lease whereby COUNTY can exercise an option to assume the lease obligation so that immediate control of the vehicles and ALS equipment being used to provide services, but not owned by CAL TAHOE, can be exercised by the COUNTY, at its discretion, in the event of breach of Contract, declared bankruptcy, failure to efficiently and adequately provide prompt service delivery, or other unforeseen cessation of operations. Prior to CAL TAHOE leasing ambulances or equipment, a written Agreement shall exist between CAL TAHOE and leasing agency.

3. Prior to CAL TAHOE utilizing loaned ambulances or equipment, a written Agreement shall exist between CAL TAHOE and loaning agency. CAL TAHOE shall provide adequate documentation demonstrating that COUNTY will have access to sufficient loaned ambulances and equipment necessary to provide the same level of services as defined in this Contract for a 30-day period, should the Takeover provision of this Contract be exercised by COUNTY.
4. It is understood between COUNTY and CAL TAHOE that any lease agreements entered into for future rolling stock purchases and other durable medical equipment will include COUNTY as part of the lease. These agreements may be modified in the future by mutual written consent of the parties; however, it shall be a requirement of each lease that, in the event that COUNTY exercises its takeover rights under this Contract, or in the event of the termination or expiration of this Contract, both the vehicles and the equipment shall be transferred to and assumed by COUNTY. Provided, however, in the event that the COUNTY selects a successor contractor, provisions shall be made for the COUNTY to transfer both the vehicles and equipment to COUNTY selected contractor.
5. The desired plan shall be subject to the review and approval of COUNTY's legal counsel. The ownership or lease instrument, when developed and approved, shall be maintained by CAL TAHOE and copies provided to COUNTY along with a listing of all the Fixed Assets to be turned over to County under the takeover provision. This list of assets shall be updated annually by CAL TAHOE, and will then be reviewed by County wherein asset and depreciation values will be adjusted to current levels as required to determine fair market value. Should the purchase of assets be required as outlined in the Contingent Lease Agreement, the current fair market value will be utilized.

Article III - Drugs and Medical Supplies

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

Article IV – ALS Medical Equipment

- A. Standards for medical equipment shall be in compliance with the El Dorado County EMS Agency Policy and Procedure Manual promulgated by the El Dorado County EMS Agency as required for the level of service being provided. The El Dorado County EMS Agency provides an electronic copy of the current Policy and Procedure Manuals and Manual updates on an ongoing basis to each CAL TAHOE subcontractor's facility and to the CAL TAHOE Executive Director. CAL TAHOE shall be charged with knowledge of the current Policy and Procedure Manuals and Manual updates. The current Policy and Procedure Manuals shall be updated from time to time as determined necessary by the El Dorado County EMS Agency. Any substantial financial impact to CAL TAHOE

resulting from proposed policy updates shall be resolved prior to implementation of a new policy.

- B. Compliance with these medical equipment requirements is not mandated for inactive “reserve” units. Vehicles, equipment and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.
- C. Upon inspection by COUNTY, any primary or backup ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is corrected. Upon inspection by COUNTY, any Advanced Life Support vehicles other than ambulances failing to meet these medical emergency requirements shall immediately discontinue providing advanced life support services until all deficiencies are corrected. At the time when a reserve ambulance unit is used to provide the services required by this Contract, the unit shall comply with all Equipment Requirements as specified in this Contract.

Article V – Vehicle and Equipment Maintenance and Repair

- A. Under this Contract, CAL TAHOE shall be responsible for securing all maintenance of vehicles, ALS equipment, and facilities used by CAL TAHOE in performance of this work. CAL TAHOE shall establish a record-keeping system for the maintenance program, including problem pattern analyses and vehicle and equipment maintenance histories and costs, and make these records available to COUNTY upon request.
- B. CAL TAHOE shall arrange for all vehicles and electronic and communications equipment to be included in a preventive maintenance program which, at a minimum, conforms to the manufacturer’s recommended standards.
- C. At a minimum, CAL TAHOE shall provide a maintenance program of the same or higher quality as the program described in its response to the COUNTY Request for Proposals.

Article VI – Communications Equipment

CAL TAHOE shall meet the following standards for communications equipment:

- A. CAL TAHOE shall possess and agree to utilize exclusively and maintain two-way communication equipment that is compatible with COUNTY approved dispatch, designated Base Station facilities and all EMS users. Communication capabilities and use of frequencies shall be monitored by the El Dorado County EMS Agency. (No private ambulance system telephone access number shall exist for emergency dispatch.)
- B. CAL TAHOE shall provide and maintain a tone-encoded voice emergency alerting device(s);

- C. CAL TAHOE shall ensure that a sufficient number of radios are available for replacement in the event of breakdown, maintenance, and disaster operations;
- D. CAL TAHOE shall provide emergency alerting devices for off-duty personnel who agree to carry one for the purposes of system recall;
- E. CAL TAHOE shall ensure that each ambulance is equipped with a communications unit capable of transmitting on UHF Med 1 to Med 10;
- F. CAL TAHOE shall provide and maintain cellular telephones for Base Hospital contact in the event of Med-Net failure;
- G. CAL TAHOE shall provide all necessary radio equipment to fulfill the requirements of this Contract;
- H. CAL TAHOE shall ensure the availability of all required dispatch radio frequencies and related FCC licenses.

SECTION VII – DATA COLLECTION and REPORTING REQUIREMENTS

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

Article I – Data and Reporting

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

- A. A mutually agreed upon dispatch report format to COUNTY and El Dorado County EMS Agency Medical Director specifications.
- B. A Prehospital Care Report form to COUNTY and El Dorado County EMS Agency Medical Director specifications.
- C. Equipment maintenance and inventory control schedules as required by COUNTY.
- D. Continuing education and certification records documenting training and compliance upon COUNTY's request.

Article II – Prehospital Care Report/Billing Forms, ePCR Required

- A. CAL TAHOE shall utilize an electronic Prehospital Care Report (ePCR), meeting the specifications of the EMS Agency Medical Director. The ePCR is required to be completed for all patients for whom care is rendered at the scene, regardless of whether the patient is transported. Patient care records should clearly identify

those instances when two or more patients are transported in the same ambulance so that proper billing can be done. Further, a round trip transport occurs when a single ambulance takes a patient to a destination and then provides a transport back to the point of origin. Round trip transports, other than "wait and return" trips are to be counted as two transports.

- B. In order to ensure that COUNTY and EMS Agency Medical Director can conduct system wide quality improvement activities, the CAL TAHOE is required to provide COUNTY with electronic copies of accurately completed patient care forms including, but not limited to, correct name, address, date of birth, social security number and signature of the patient or patient representative (or clearly stated reason why patient is unable to sign) and sufficient information to appropriately document medical necessity.
- C. In the event that hardware, software, communications, licensing or other technical problems temporarily prohibit the realtime capture of ePCR data and information, CAL TAHOE shall have an immediately available backup system to manually collect all required information. Upon manual collection of this information, it shall be CAL TAHOE's responsibility to enter it into appropriate electronic databases to assure compliance with the reporting requirements and timelines of this Contract.
- D. CAL TAHOE shall be required to provide all patient care records in an electronic format. CAL TAHOE shall provide detailed information regarding the method proposed to accomplish this requirement, including technical specifications, edit and audit capabilities, provisions for security and the advantages of such approach to electronic patient records for COUNTY approval. Any ePCR must, at a minimum be certified as NEMSIS Gold compliant and CEMSIS compatible.
- E. Properly completed electronic Prehospital Care Reports should be delivered to the COUNTY within no more than forty-eight (48) hours of the completion of each call. For every patient care form not delivered within five (5) business days of the required delivery date, COUNTY will deduct \$250 from CAL TAHOE's payment. In addition, COUNTY will deduct from CAL TAHOE's payment \$1,000.00 for every patient care form that is not accurately completed and turned over to the COUNTY within 30 days of the completion of each call.

Article III – Incident Reporting

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

A. Mutual Aid Received or Provided

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

CAL TAHOE shall document any and all incidents of unusual activities or occurrences that impacted or had an effect on the normal delivery of services. Events that an attending medic or CAL TAHOE feel should be documented but are not appropriate to include on the ePCR 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

CAL TAHOE shall document vehicle failure above and beyond usually scheduled maintenance and repairs, and ambulance vehicle accidents that could potentially have a detrimental effect on patient care issues.

Article IV – Response Time Reporting

A. Dispatch Response Time Report

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

B. CAL TAHOE Response Time Report

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

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

C. CAL TAHOE Response Time Exception Report

For each response within the previous calendar month that exceeds the Response Time Standard for the maximum response time category, CAL TAHOE shall submit a Response Time Exception Report in a form acceptable to the EI

Dorado County EMS Agency. The reason for the delayed response time shall be clear, precise, and verifiable in order to determine if the exception is acceptable. These reports shall be submitted to the El Dorado County EMS Agency for the previous calendar month of service on a monthly basis.

D. COUNTY Response Time Review

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

Article V – Current Costs of Medications and Supplies

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

Article VI – Transmittal of Data and Reports

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

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

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

SECTION VIII – GENERAL CONTRACT REQUIREMENTS

Article I – COUNTY Operational Policies

CAL TAHOE shall be responsible to comply with all operational policies and standards currently articulated in this Contract; the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; the California Emergency Medical Services Authority; and the El Dorado County Emergency Medical Services Agency.

Article II – On-Scene Collections

Ambulance personnel shall not request or receive payment for any services provided pursuant to this Contract, and shall not quote charges to the patient or any other concerned individuals, except as allowed by COUNTY policy when completing Advance Beneficiary Notifications or quoting long distance elective transports. Ambulance personnel shall not extend promises for special treatment regarding billable charges. CAL TAHOE shall provide ambulance billing rate forms to ambulance personnel, and personnel may make these forms available to individuals upon request.

Article III – Market Rights and EMS Aircraft Services

CSA No. 3 is an exclusive operating area for emergency and non-emergency ground medical transport under COUNTY's EMS Plan by the authority of the Board of Supervisors. COUNTY reserves its rights to take any and all appropriate action, and to exercise its discretion with regard to any other public or private emergency medical transporters. COUNTY reserves the right to utilize public or private EMS aircraft services as defined in Title 22, Chapter 8, Article 1, Section 100279, if such utilization is in the best interest of the public.

Article IV – Venue

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

Article V – Subcontractors

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

Article VI – Term and Renewal Provisions

The term of this Contract is for a period of five (5) years beginning September 1, 2011 and continuing through August 31, 2016. CAL TAHOE may earn up to five (5) extensions of one (1) year each.

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

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

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

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

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

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

The El Dorado County EMS Agency will annually certify that CAL TAHOE has continued to provide services under this Contract within the contracted reimbursement level.

Article VII – Compensation for Services

CAL TAHOE acknowledges and agrees that this Contract is funded from specified identified CSA No. 3 funding sources and is primarily a fixed price contract with annual adjustments plus standby revenue.

- A. CAL TAHOE will be compensated in 60 monthly payments of \$166,500.00 for the duration of the original five-year term of the Contract. Beginning in January 2013, COUNTY will annually increase monthly compensation by a percentage that is equal to the Medicare Ambulance Inflation Factor (AIF) released by the Centers for Medicare and Medicaid Studies and effective for each calendar year. In the event that the AIF is zero or a negative percentage in any given year, CAL TAHOE compensation will not be changed during that year. The COUNTY will work collaboratively with the CAL TAHOE to establish and maintain an annual balanced operational budget for CSA No. 3, with operating expenditures that do not exceed annual operating revenues.

At any time during the Contract term, in the event that significant circumstances beyond the reasonable control of CAL TAHOE or COUNTY dramatically increase or decrease CAL TAHOE's expenses or COUNTY revenues, either party may request that the other meet and confer regarding the terms of the Contract. Potential options include:

- Agree to continue the Contract without changes
- Increase or decrease CAL TAHOE compensation
- Modify the performance requirements of the Contract

Examples of circumstances beyond the reasonable control of the parties include, but are not limited to: significant changes in State or federal healthcare reimbursement, State or federal mandates that create an unfunded financial burden on either party, the repeal or reduction of certain taxes or benefit assessments, and significant changes in the payor mix.

CAL TAHOE acknowledges and agrees that the source of funds for CAL TAHOE's compensation is limited to total revenue projected to be collected from two sources: 1) the CSA No. 3 benefit assessment and 2) fees collected by the COUNTY from patient charges for service. The COUNTY shall not be required to fund compensation from any other funds or revenues, including but not limited to the COUNTY's General Fund.

- B. Fines and Penalties

The total of all fines and penalties for the previous month shall be deducted prior to monthly payment to CAL TAHOE.

Penalties and fines may be waived by COUNTY if acceptable reasons are presented by CAL TAHOE.

C. Additional Compensation for Standby and Disaster Services

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

D. Process for Ambulance Services Compensation

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

1. The base Contract monthly compensation for the current month, less any applicable penalties, and
2. Costs associated with disaster response per Section VIII, Article VII, C, 2. of this Contract for the previous month.

E. Financial Statements and Reports

The COUNTY may require that the CAL TAHOE submit an income statement or financial statement for any contract year during the term of the Contract. The income and financial statements shall be in compliance with California Government Code section 6505 and in a format acceptable to the COUNTY and shall be certified by a Certified Public Accountant that has direct responsibility for financial aspects of the CAL TAHOE's operations under the COUNTY contract. It is understood that the COUNTY may conduct audits to verify these statements and make them available to other parties as deemed appropriate.

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

F. Annual Audit

CAL TAHOE acknowledges and agrees that the COUNTY is responsible for conducting/obtaining annual audits of CAL TAHOE's books and records. CAL TAHOE may assist administratively in procuring a Certified Public Accountant (CPA) and COUNTY will provide reimbursement on the condition that prior to CAL TAHOE procuring a CPA to conduct any annual audit, CAL TAHOE will confer with Health Services Department and the County Auditor-Controller on requirements for the audit and the rate for audit services. Each audit period shall be July 1 through June 30 for the term of this contract. For each annual audit, a written report, containing the audit results and corrective action plan if findings exist, shall be submitted to the Health Services Department within forty-five (45) days of completion of the audit. Health Services Department shall forward the report to the County Auditor-Controller for implementation of any necessary corrective action and to the Board of Supervisors for receipt and filing.

For audit services procured by CAL TAHOE in accordance with this provision, COUNTY reimbursement to CAL TAHOE will be provided as follows unless otherwise agreed in writing by COUNTY: Upon completion of the audit and after receipt by Health Services Department of the annual written audit report required by this provision, CAL TAHOE shall submit an itemized invoice, separate from monthly invoicing, detailing audit services rendered. Payment shall be made within forty-five (45) days following COUNTY receipt and approval of the itemized invoice detailing services provided in accordance with the requirements specified by COUNTY. The invoice shall include back-up documentation, including but not limited to, engagement letter between CAL TAHOE and the CPA or entity performing the audit, all billing statements or other billing information submitted to CAL TAHOE by the CPA or entity performing the audit.

G. Accounts Receivable/Billing

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

Article VIII – Changes to Contract

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

- A. The El Dorado County EMS Agency Administrator may recommend changes to this Contract to the El Dorado County Director of Health Services for the Director's consideration. The El Dorado County Director of Health Services shall independently review any recommendations presented by the El Dorado County EMS Agency Administrator, and determine whether the recommended changes, modifications or adjustments are warranted and should be forwarded to the El Dorado County Board of Supervisors. In the event that the El Dorado County Director of Health Services determines that changes are deemed necessary, the

El Dorado County Director of Health Services shall notify CAL TAHOE of the recommended changes and solicit comment from CAL TAHOE prior to submission to the El Dorado County Board of Supervisors for approval and/or funding.

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

Article IX – Assignment and Delegation

CAL TAHOE is engaged by COUNTY for their, and their Member Agencies', unique qualifications and skills. Except as otherwise allowed herein, CAL TAHOE shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other entity without prior written consent of COUNTY. Any material change in control of CAL TAHOE shall be considered a form of assignment of the Contract, and must be approved by the El Dorado County Board of Supervisors.

Article X – Product Endorsement / Advertising

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

Article XI – Return of County Equipment

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

Article XII – Independent Contractor Liability

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

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

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

Article XIII – Fiscal Considerations

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

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

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

Article XIV – Nondiscrimination in Services, Benefits, and Facilities

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

Article XV – Notice to Parties

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

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

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

or to such other location as COUNTY directs.

Notices to CAL TAHOE shall be addressed as follows:

**CALIFORNIA TAHOE EMERGENCY SERVICES OPERATIONS AUTHORITY
P.O. BOX 8917
SOUTH LAKE TAHOE, CA 96158
ATTN: BRYAN POND, EXECUTIVE DIRECTOR**

or to such other location as CAL TAHOE directs.

Article XVI – Indemnity

To the fullest extent of the law, CAL TAHOE shall defend, indemnify, and hold COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with CAL TAHOE's, or any of its Member Agency's services,

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

Article XVII – Insurance

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

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees and subcontractors of CAL TAHOE as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$5,000,000 is required on owned, hired, leased and non-owned vehicles used in connection with CAL TAHOE's business.
- D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$5,000,000 per occurrence.
- E. CAL TAHOE shall furnish a certificate of insurance satisfactory to the County Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance shall be issued by an insurance company acceptable to the County Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the County Risk Management Division.
- G. CAL TAHOE agrees that the insurance required above shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, CAL TAHOE agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Contract, or for a period of not less than one (1)

year. New certificates of insurance are subject to the approval of the County Risk Management Division, and CAL TAHOE agrees that no work or services shall be performed prior to the giving of such approval. In the event CAL TAHOE fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.

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

consultation with the County Risk Management Division, as essential for protection of the COUNTY.

Article XVIII – Interest of Public Official

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

Article XIX – Interest of Contractor

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

Article XX – California Residency (Form 590)

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

Article XXI – Taxpayer Identification / Form W9

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

Article XXII – Administrator

The County Officer or employee with responsibility for administering this Contract is Neda West, Director of Health Services Department, or successor.

Article XXIII – Authorized Signatures

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

Article XXIV – 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 XXV – HIPAA

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

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

SECTION IX – DEFAULT/BREACH, TERMINATION, and CANCELLATION

Article I –Irrevocable Letter of Credit or Cash Payment

CAL TAHOE will deposit with COUNTY a cash payment or an irrevocable letter of credit in a form acceptable to COUNTY for a term of five years, subject to renewal or a new letter in the event that the Contract is extended. The COUNTY prefers an irrevocable letter of credit, which must be issued by a federally insured (FDIC) banking institution, acceptable to the COUNTY, with a debt rating of 1A or higher by the FDIC; A or higher by Standard and Poor's, A or higher by Moody's investors, or have a comparable rating by another rating system acceptable to the COUNTY.

The amount of the irrevocable letter of credit or cash payment shall be fifty thousand dollars (\$50,000). CAL TAHOE's failure to provide the required irrevocable letter of credit or cash deposit specified herein within 30 days of the date of award of this Contract will constitute a failure to execute and return the Contract as required under the Request for Proposal and upon such failure, CAL TAHOE's deposit will be forfeited to COUNTY.

The irrevocable letter of credit or cash payment shall be used to assure the operation of the ambulance service, including, but not limited to, the conduct of a procurement process, negotiation or related administrative expenses, should COUNTY terminate the Contract because of default.

Article II – COUNTY Review Process

- A. COUNTY, through the El Dorado County EMS Agency, shall review and monitor the operation of this Contract to assess whether CAL TAHOE fulfills its obligations hereunder.
- B. The El Dorado County EMS Agency may, on a quarterly basis, review with CAL TAHOE compliance to the conditions of this Contract, and shall render an opinion on the level of compliance to this Contract. In the event that CAL TAHOE is found to be in non-compliance, the rights and obligations of the parties shall be determined as set forth in this Article.
- C. The El Dorado County EMS Agency, through the El Dorado County Health Services Department, may issue an annual or more frequent report to the El Dorado County Board of Supervisors on Contract compliance to all critical elements within this Contract. In addition, the El Dorado County EMS Agency may issue a quarterly (or more frequent) report to CAL TAHOE regarding performance under this Contract. The report shall make recommendations to improve operations, and shall list violations, and make recommendations to eliminate violations under this Contract. The El Dorado County EMS Agency shall file such reports with the CAL TAHOE Board, and CAL TAHOE shall use its best efforts to ensure the El Dorado County EMS Agency agenda requests are promptly placed on the CAL TAHOE Board's agenda. CAL TAHOE shall oversee the work of its subcontractors, including its Member Agencies, to ensure compliance with this Contract, and the El Dorado County EMS Agency is encouraged to make recommendations in this regard.

Article III – CAL TAHOE Minor Breach of Contract

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

Article IV – CAL TAHOE Major Breach of Contract

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

- A. Failure of CAL TAHOE to operate the system in a manner which enables COUNTY and CAL TAHOE to remain in compliance with federal or State laws, rules or regulations, and with the requirements of the County EMS transportation ordinance and/or related rules and regulations.
- B. Falsification of information supplied by CAL TAHOE including by way of example, but not by way of exclusion, altering the presumptive run code designations to enhance CAL TAHOE's apparent performance or falsification of any other data required under the Contract.
- C. Creating patient transports so as to artificially inflate run volumes.
- D. Chronic failure of CAL TAHOE to provide data generated in the course of operations including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data or financial data.
- E. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.
- F. Chronic failure of CAL TAHOE's employees to conduct themselves in a professional and courteous manner and present a professional appearance.
- G. Chronic failure of CAL TAHOE to maintain equipment in accordance with manufacturer recommended maintenance procedures.
- H. Making assignments for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or, commencing any proceeding related to bankruptcy, reorganization arrangement readjustment of debt, dissolution or liquidation law or statute.
- I. Failure of CAL TAHOE to cooperate with and assist COUNTY after a default has been declared as proven herein, even if it is later determined that such breach never occurred or that the cause of the breach was beyond CAL TAHOE's reasonable control.
- J. Acceptance by CAL TAHOE or CAL TAHOE's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of CAL TAHOE or CAL TAHOE's employees could be reasonably construed as a violation of federal, State or local law.
- K. Payment by CAL TAHOE or any of CAL TAHOE's employees of any bribe, kickback or consideration of any kind to any federal, State or local public official or consultant in exchange for any consideration whatsoever, when such consideration could reasonably be construed as a violation of any federal, State or local law.

- L. Chronic failure of CAL TAHOE to meet the system standard of care as established by the El Dorado County EMS Agency Medical Director.
- M. Failure of CAL TAHOE to maintain insurance in accordance with the Contract.
- N. Chronic failure of CAL TAHOE to meet response time requirements as set forth in the Contract.
- O. Failure to maintain a performance letter of credit or cash payment meeting the terms and amount specified in the Contract.
- P. Chronic failure to submit reports and information under the terms and conditions outlined in this Contract.
- Q. Any other failure of performance, clinical or other, required in the Contract and which is determined by the El Dorado County Director of Health Services or the El Dorado EMS Agency Medical Director and confirmed by the El Dorado County Board of Supervisors to constitute a default or endangerment to public health and safety.
- R. Willful attempts by CAL TAHOE to intimidate or otherwise punish employees who file authenticated reports with COUNTY as to matters of CAL TAHOE's breach of this Contract.
- S. Multiple minor breaches the cumulative effect of which is deemed a major breach.
- T. Failure to respond to a call or to transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide any ambulance services originating within the regulated service area because of the patient's perceived, demonstrated or stated inability to pay for such services, or because of an unavailability status or the location of any ambulance unit at the time of the request.

Article V – COUNTY'S Remedies

If conditions or circumstances constituting an event of default by CAL TAHOE as defined in the Contract exist, COUNTY shall have all rights and remedies available by law or in equity, inclusive of the right to terminate the Contract. The COUNTY's remedies shall be cumulative and shall be in addition to any other remedy available to COUNTY.

Article VI – COUNTY Major Breach

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

Article VII – Notice Provisions for CAL TAHOE Major Breach

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

Article VIII – Appeal to the El Dorado County Director of Health Services

- A. If a formal objection is taken, the El Dorado County Director of Health Services shall consider all relevant evidence and materials submitted.
- B. The decision of the El Dorado County Director of Health Services shall be in writing, and copies shall be given to CAL TAHOE and all interested parties.

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

- A. CAL TAHOE or grieving party may appeal in writing the findings by the El Dorado County Director of Health Services of major breach as defined within this Contract. Such appeal must be received by the office of the El Dorado County Board of Supervisors, 330 Fair Lane, Placerville, CA 95667, by U.S. mail, postage prepaid, return receipt requested, within seven (7) calendar days of CAL TAHOE's receipt of decision of the El Dorado County Director of Health Services.
- B. If no appeal is taken within the seven (7) day time frame, the decision of the El Dorado County Director of Health Services is final.
- C. When such matters are appealed to the El Dorado County Board of Supervisors, the El Dorado County Board of Supervisors may conduct a hearing to consider such evidence, testimony, and argument as may reasonably be presented, and shall render its written findings and decision to uphold, modify, or overturn the El Dorado County Director of Health Services' decision.
- D. If the El Dorado County Board of Supervisors finds that the public health and safety would be endangered by allowing CAL TAHOE to continue its operations

under this Contract, it shall declare this Contract terminated and commence action to effect an immediate takeover by COUNTY of CAL TAHOE operations.

If the El Dorado County Board of Supervisors finds that a major breach has occurred but that the public health and safety would not be endangered by allowing CAL TAHOE to continue its operations, then the El Dorado County Board of Supervisors may advise the El Dorado County 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 El Dorado County Board of Supervisors shall be final and shall be appealable only to the El Dorado County Superior Court pursuant to California Code of Civil Procedure Section 1094.5, and as provided by law.

Article X – Penalty Appeal Process

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

1. First, request a review with the El Dorado County EMS Agency to explain and clarify a penalty assessment. If CAL TAHOE's concerns are not resolved:
2. Second, request Contract clarification from the County Health Services Department. And, if CAL TAHOE's concerns remain unsatisfied:
3. Third, request in writing a fair hearing before the El Dorado County Service Board of Supervisors.

SECTION X – TAKEOVER PROCESS

Article I – Expedited Takeover

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

- B. COUNTY may terminate the takeover period at any time, and return the operations to CAL TAHOE. The takeover period shall last as long as the El Dorado County Director of Health Services believes is necessary to stabilize the Prehospital Advanced Life Support services system to protect the public health and safety.

Article II – Takeover Cooperation

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

Article III – Final Authority

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

Article IV – "Lame Duck" Provisions

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

- A. CAL TAHOE will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent Contract to a competing organization, including but not limited to compliance with the provisions related to the qualifications of key personnel.
- B. CAL TAHOE will make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor services and operating cost to maximize profits during the final stages of the Contract.
- C. COUNTY recognizes that if a competing organization should prevail in a future procurement cycle, CAL TAHOE may reasonably begin to prepare for transition

of the service to a new contractor. COUNTY will not unreasonably withhold its approval of CAL TAHOE's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair CAL TAHOE's performance during this period.

- D. During the process of subsequent competition conducted by COUNTY, CAL TAHOE will permit its non-management personnel reasonable opportunities to discuss with competing organizations issues related to employment with such organizations in the event CAL TAHOE is not the successful proposer. CAL TAHOE may, however, require that its non-management personnel refrain from providing information to a competing organization regarding CAL TAHOE's current operations, and CAL TAHOE may also prohibit its management personnel from communicating with representatives of competing organizations during the competition. However, once COUNTY has made its decision regarding award, and in the event that CAL TAHOE is not the winner, CAL TAHOE will permit free discussion between CAL TAHOE based employees and the winning proposer without restriction, and without consequence to the employee.

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

DEPARTMENT HEAD CONCURRENCE:



Neda West, Director
Health Services

8-17-11

Date

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

COUNTY OF EL DORADO

Ray Nutting, Chair
El Dorado County Board of Supervisors

Date

ATTEST
Suzanne Allen de Sanchez, Clerk

By: _____ Date: _____
Deputy Clerk

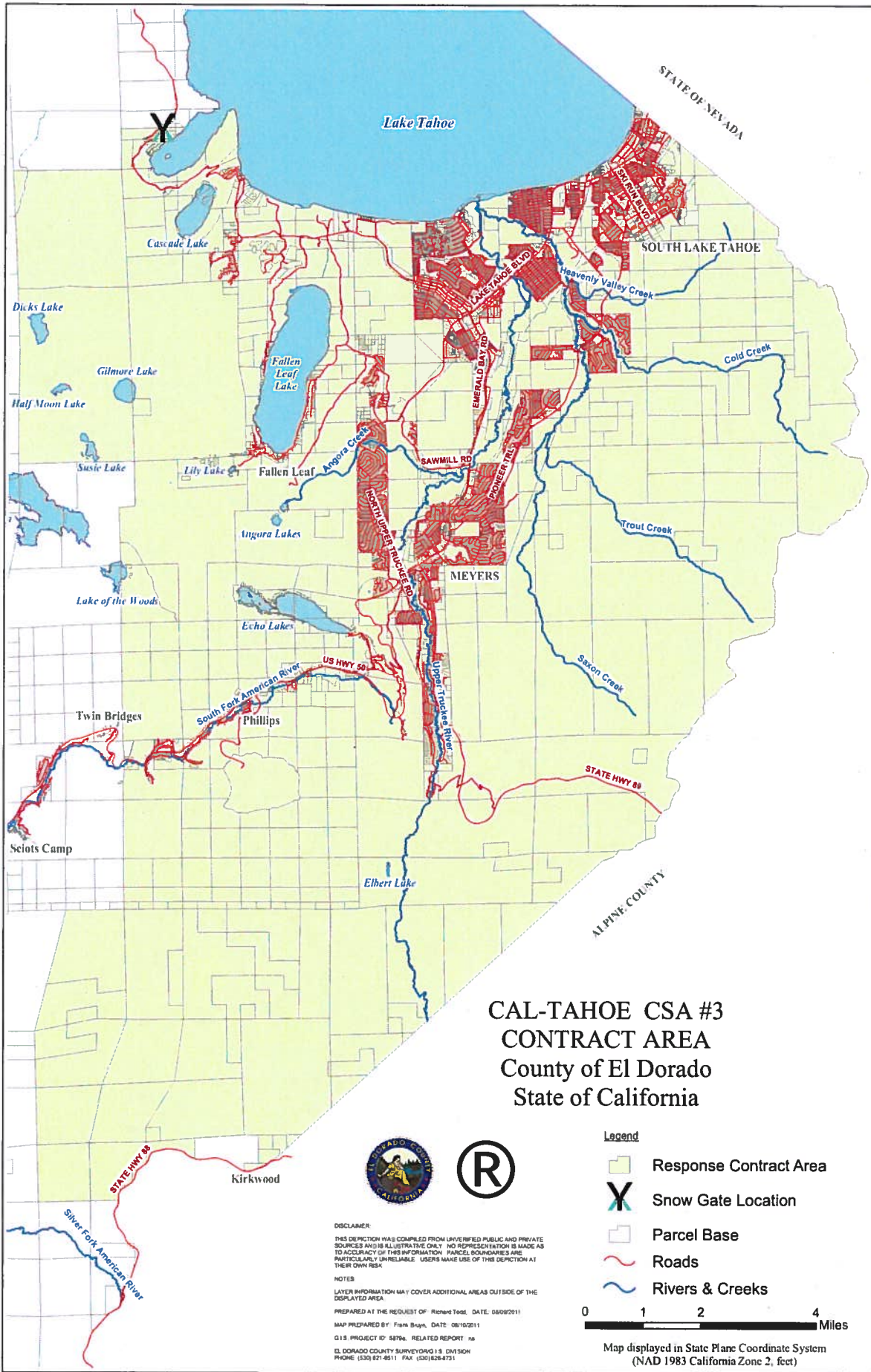
CAL TAHOE

Bob Bettencourt, Chairman
CAL TAHOE Board of Directors

Date

ATTEST

By: _____ Date: _____
Board Secretary



**CAL-TAHOE CSA #3
CONTRACT AREA
County of El Dorado
State of California**



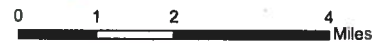
DISCLAIMER:
THIS DEPICTION WAS COMPILED FROM UNVERIFIED PUBLIC AND PRIVATE SOURCES AND IS ILLUSTRATIVE ONLY. NO REPRESENTATION IS MADE AS TO ACCURACY OF THIS INFORMATION. PARCEL BOUNDARIES ARE PARTICULARLY UNRELIABLE. USERS MAKE USE OF THIS DEPICTION AT THEIR OWN RISK.

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

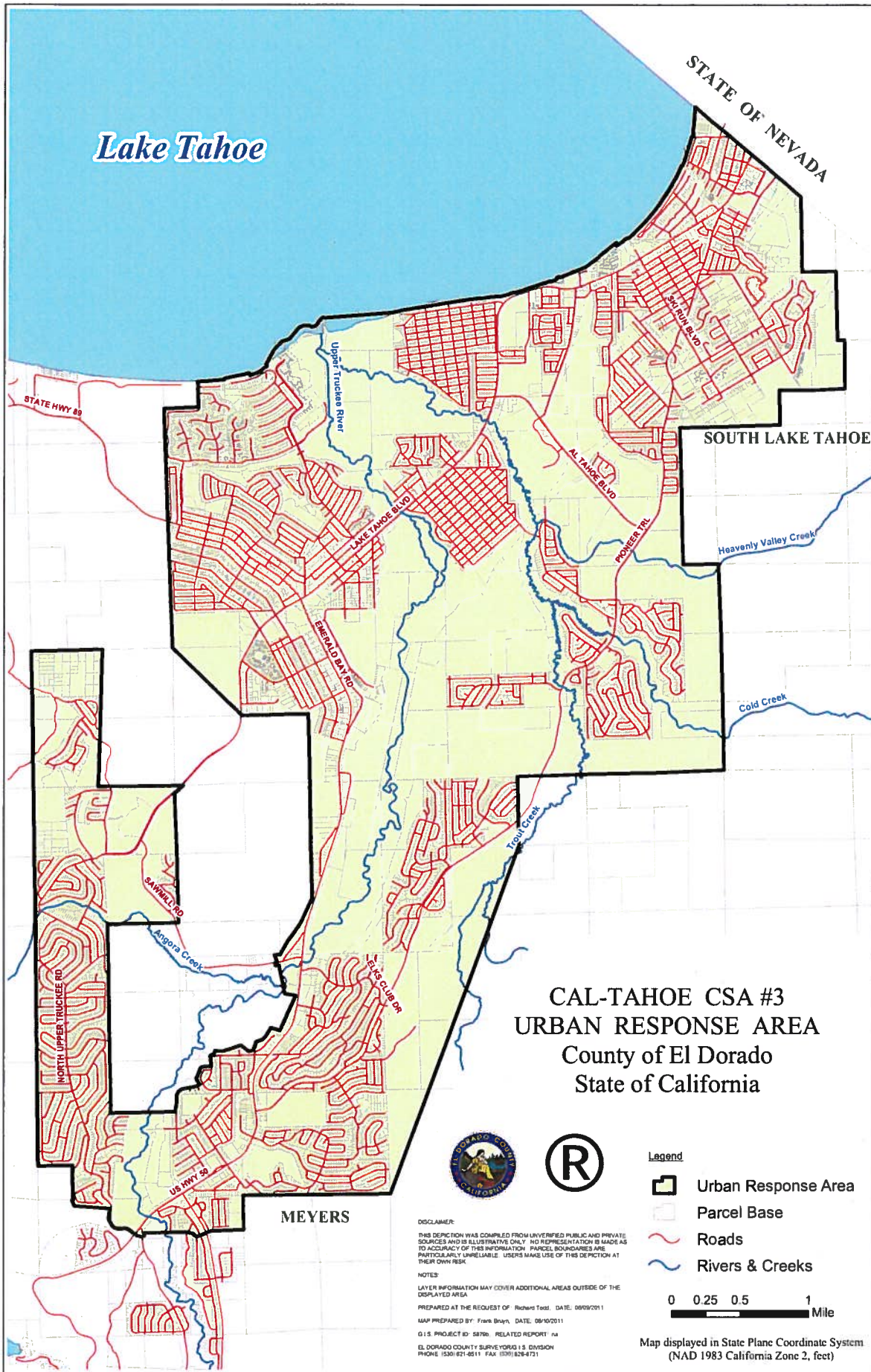
PREPARED AT THE REQUEST OF: Richard Toes, DATE: 05/09/2011
MAP PREPARED BY: Frank Bujak, DATE: 08/10/2011
GIS PROJECT ID: 58794, RELATED REPORT: na
EL DORADO COUNTY SURVEYORS 1.5 DIVISION
PHONE (530) 821-8511 FAX (530) 828-8731

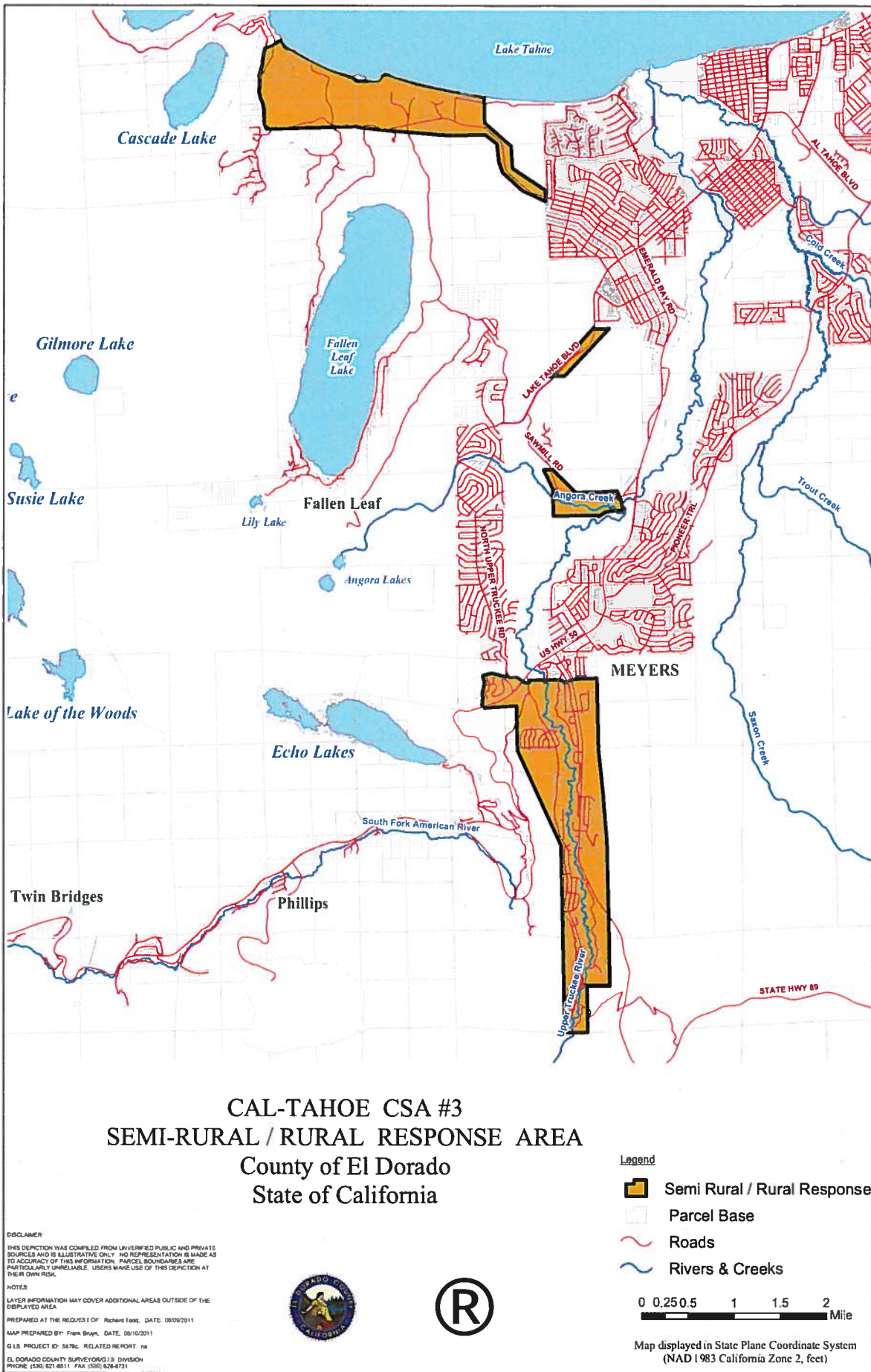
Legend

- Response Contract Area
- X Snow Gate Location
- Parcel Base
- Roads
- Rivers & Creeks



Map displayed in State Plane Coordinate System
(NAD 1983 California Zone 2, feet)



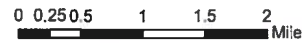


**CAL-TAHOE CSA #3
SEMI-RURAL / RURAL RESPONSE AREA
County of El Dorado
State of California**

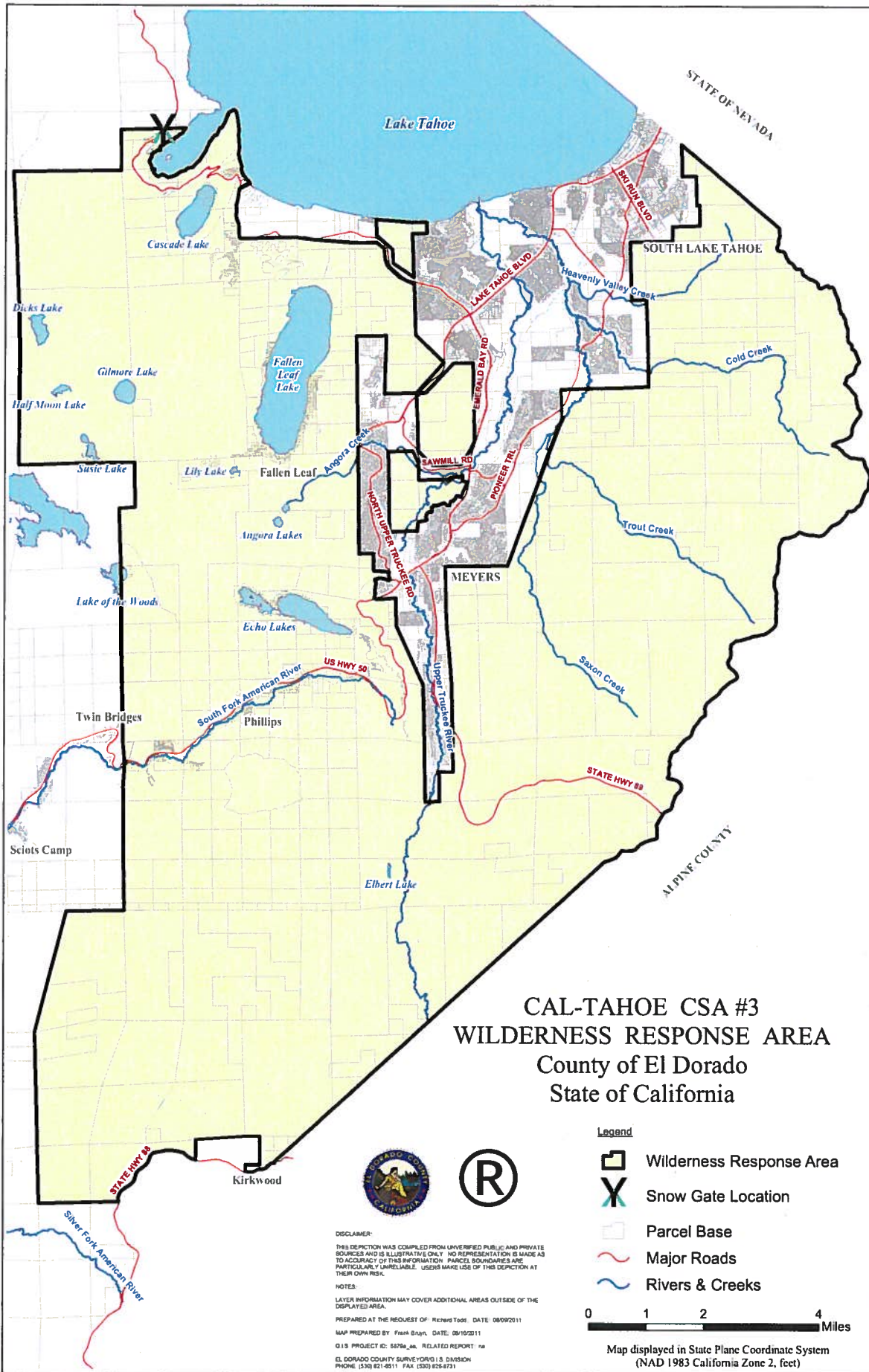
DISCLAIMER
THIS DEPICTION WAS COMPILED FROM UNVERIFIED PUBLIC AND PRIVATE SOURCES AND IS ILLUSTRATIVE ONLY. NO REPRESENTATION IS MADE AS TO ACCURACY OF THIS INFORMATION. PARCEL BOUNDARIES ARE PARTICULARLY UNRELIABLE. USERS MAKE USE OF THIS DEPICTION AT THEIR OWN RISK.
NOTES:
LAYER INFORMATION MAY COVER ADDITIONAL AREAS OUTSIDE OF THE DISPLAYED AREA.
PREPARED AT THE REQUEST OF: Richard Todd, DATE: 08/09/2011
MAP PREPARED BY: Frank Buys, DATE: 09/10/2011
G.I.S. PROJECT ID: 54796, RELATED REPORT: na
EL DORADO COUNTY SURVEYING & DIVISION
PHONE: (530) 621-4511 FAX: (530) 629-4721



- Legend**
- Semi Rural / Rural Response
 - Parcel Base
 - Roads
 - Rivers & Creeks

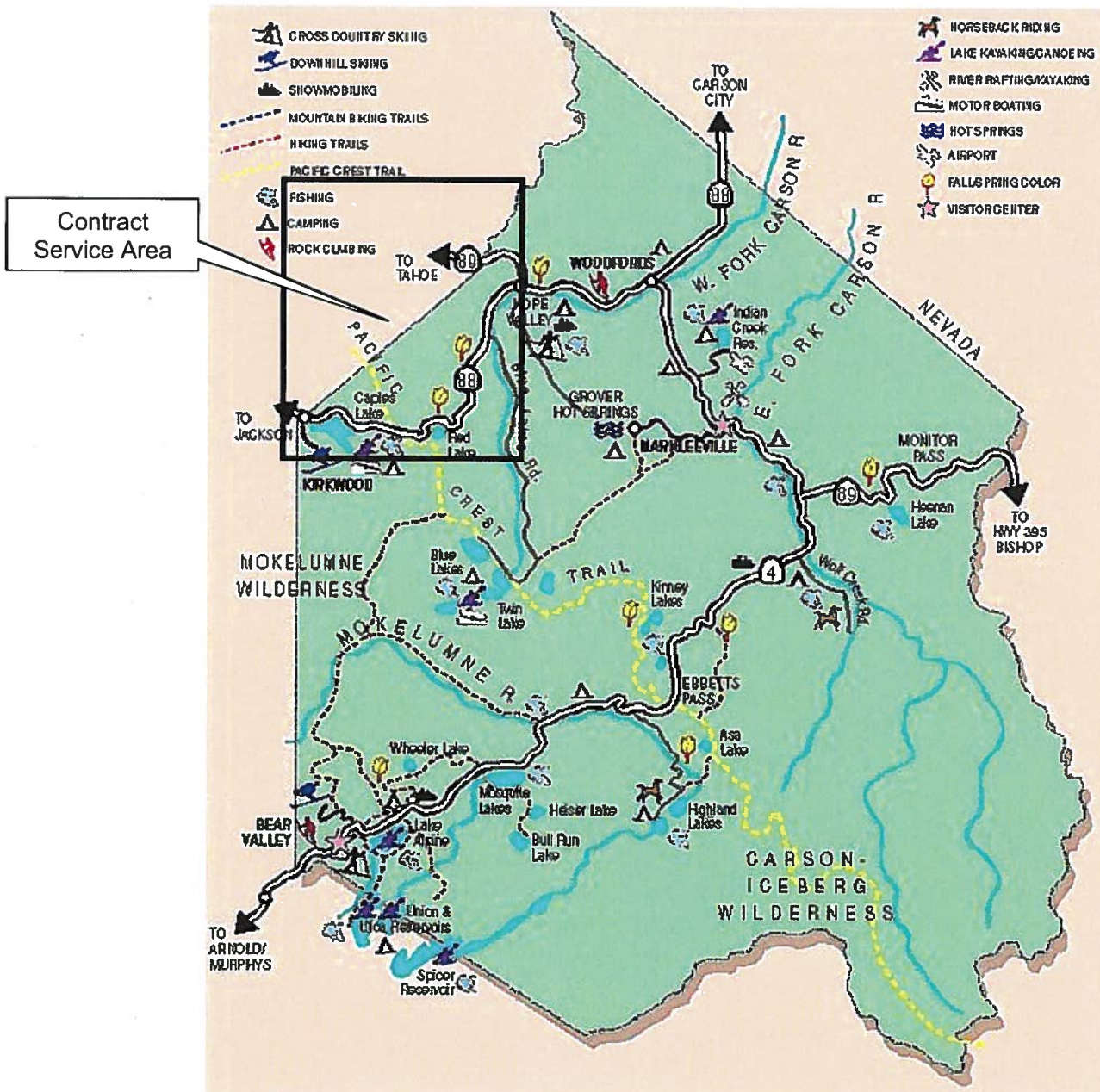


Map displayed in State Plane Coordinate System (NAD 1983 California Zone 2, feet)



ALPINE COUNTY SERVICE AREA

The area of Alpine County to be covered by this Contract is that portion of State Route 89 from the County line south to its intersection with State Route 88, then west on State Route 88, to and including the community of Kirkwood. Only incidental ambulance services will be provided to those residential properties in the Kirkwood development which are located in Amador County to the extent they are requested through Alpine County Dispatch.



Contract Ambulance Service Area
Alpine County, California

Appendix B - Communication Specifications

1) COMMUNICATIONS INFRASTRUCTURE

- A) A high band radio is available at Barton Memorial Hospital emergency department.
- B) County provides and maintains two repeaters (MED 7 and MED 8).

2) TRANSMISSION / RECEIVE INFRASTRUCTURE

- A) PL Tone is 100
- B) Assigned Frequencies

ASSIGNMENT	TRANSMIT	RECEIVE
Dispatch	154.445	153.950
Tactical Channel	153.890	154.340
City Net		153.995
Vehicle to Vehicle	UHF high end frequencies	
Ambulance to Hospital	MED 1 to MED 10 (MED 7 is primary)	
ALS Medical Control	MED 1 to MED 10 (MED 7 is primary)	

3) PREFERRED COMMUNICATION EQUIPMENT

Ambulance Contractor to provide all mobile and portable radios compatible with existing radio system.

APPENDIX C

El Dorado County Emergency Medical Services MEDIC UNIT PREHOSPITAL CARE REPORT

Continuation Form Used

Incident #		Call #		El Dorado County Emergency Medical Services MEDIC UNIT PREHOSPITAL CARE REPORT										<input type="checkbox"/> Continuation Form Used																	
Date	Pt # of	Last Name	First Name			MI	DOB	Age	Sex	Kg																					
Incident Location																															
Service Area: <input type="checkbox"/> WEST SLOPE <input type="checkbox"/> EAST SLOPE <input type="checkbox"/> NORTH TAHOE <input type="checkbox"/> ALPINE CO.										Scene Zip																					
Assessment																															
Chief Complaint						Impression Code		Cause of Injury Code		Narrative																					
History																															
Past Medical Hx: <input type="checkbox"/> Seizures <input type="checkbox"/> MI <input type="checkbox"/> CHF <input type="checkbox"/> Angina <input type="checkbox"/> COPD <input type="checkbox"/> CVA <input type="checkbox"/> HTN <input type="checkbox"/> Diabetes <input type="checkbox"/> Asthma																															
<input type="checkbox"/> UNK <input type="checkbox"/> None																															
Medications: <input type="checkbox"/> UNK <input type="checkbox"/> None																															
										Allergies: <input type="checkbox"/> UNK <input type="checkbox"/> NKA					Response Information																
										Medic Unit ID #					Service Type		Location Type														
Times																															
Est Onset Time	Received Time	Dispatched Time	Responding Time	At Scene Time	Pt Contact Time	Transport Time	At Dest Time	Available Time		1st Responder ID		Response Code 2 3		Changed to 2 3 4																	
Glasgow Coma Scale																															
Time				E	V	M	Total	Time				E	V	M	Total	Time				RR	BP	GCS	Total	Time				RR	BP	GCS	Total
Airway:			WNL			Head:			WNL			Abdomen:			WNL																
Breathing:			WNL			Pupils:			WNL/PERL			Back:			WNL																
Circ.: Cap Refill: _____ seconds			WNL			Neck:			WNL			Pelvis:			WNL																
Neuro:			WNL			Chest:			WNL			Extremities:			WNL																
SOC:			WNL			Lungs:			WNL			Skin:			WNL																
Management / Therapy / Response																															
Time															BP	HR	RR	SPO2													
Oxygen			IV/O			IV			b.s.			ETT			ECG			CPR			AED										
Time	LPM	Time	Attempts	Time	Attempts	Time	mg/dl	Time	Size	By	Attempts	Time	Rhythm	Witnessed Arrest	Y / N	Time															
<input type="checkbox"/> Cannula	4	Fluid	<input type="checkbox"/> Successful	Fluid	<input type="checkbox"/> Successful						<input type="checkbox"/> Successful																				
<input type="checkbox"/> NRB Mask	6	Site:	Vol	Site:	Vol	Time:		Confirmed By								Time w/o CPR					Max Joules										
<input type="checkbox"/> BVM	8	Rate	By	Rate	By	Time:	mg/dl	<input type="checkbox"/> Cords Visualized	<input type="checkbox"/> Fogging							CPR By					By										
<input type="checkbox"/> Nebulizer	10							<input type="checkbox"/> 5 Point Auscultation	<input type="checkbox"/> CO2 Detector																						
<input type="checkbox"/> Nitrox	15							<input type="checkbox"/> No Epigastric Sounds	<input type="checkbox"/> Syringe																						
Transport Information			Transport Destination						Time			Primary			#																
			Receiving Facility (If Different)						Base			Secondary			#																
			Care Transferred To						MICU/M D			Addl.			#																
			Transport Code 2 3 Changed to 2 3						<input type="checkbox"/> Communication Failure			Addl./CCT Staff ID			#																
															Primary Medic's Signature			Preceptor/FTO Initial													

BILLING COPY

APPENDIX C

ECG'S

APPENDIX C

Incident #		Call #		El Dorado County Emergency Medical Services MEDIC UNIT PREHOSPITAL CARE REPORT				<input type="checkbox"/> Continuation Form Used	
Date:		Last Name		First Name		MI	DOB		
Mailing Address						Social Security #			
City				State	Zip Code		Home Phone		
Transport Mileage			Reason For Transport / Medical Necessity						
Beginning:	Ending:	Total:	<input type="checkbox"/> Pt. was unconscious or in shock <input type="checkbox"/> Pt. was bed confined before and after ambulance trip (Reason): _____ <input type="checkbox"/> Pt. was experiencing a severe hemorrhage. <input type="checkbox"/> Pt. needed to be restrained. (Reason): _____ <input type="checkbox"/> Pt. required oxygen and other emergency treatment. <input type="checkbox"/> Pt. sustained an acute stroke or myocardial infarction. <input type="checkbox"/> Pt. could only be moved by a stretcher. (Reason): _____ <input type="checkbox"/> Pt. had to remain immobile due to a fracture <input type="checkbox"/> Other. (Explain): _____						
Procedures/Supplies/Medications			Financial Responsibility and Assignment of Benefits						
7	Oxygen Administration	___ setup	I acknowledge that I am receiving ambulance services and payment for ambulance services is my responsibility. If covered by medical insurance (health plan, insurance company, Medicare or Medi-Cal), I authorize my agent to pay for these services. I further authorize the County of El Dorado to release any medical information necessary to obtain payment from my medical insurance agent. I will pay for services not covered by insurance. I further agree to be personally and fully responsible for payment of all charges associated with this ambulance service if my medical insurance, including Medicare or Medi-Cal, denies payment for lack of medical necessity. Patient or Responsible Party: X _____ Date: _____ (Relationship to Pt.) This patient was unable to sign because of: _____						
11	Cardiac Monitoring	___ setup							
13	Cardioversion/Pacing	___ setup							
48	Waiting Time	___ 25 Hours							
8	IV Supplies	___ setup/each							
16	IV Solution	___ each							
85	I/O Supplies	___ setup/each							
49	Glucose Check	___ each							
12	Intubation and Supplies	___ setup							
12a	ETAD (Combitube)	___ setup							
31	NCD Supplies	___ setup/each							
33	Needle Cricothyroidotomy	___ setup							
78	Suction Disposable	___ setup							
78	Gastric Tube	___ setup							
38	Syringe	___ ea							
9	Disposable Bandage/Dressing	___ ea							
14	Hot or Cold Packs	___ ea							
50	Splints & Disposable Supplies	___ ea							
54	Sam Splint	___ ea							
51	Cervical Collar/Disposable	___ ea							
10	Burn Disposable Supplies	___ ea							
39	OB Kit	___ ea							
16	Irrigation Solution	___ ea							
75	Activated Charcoal	___ gm							
37	Adenosine	___ mg							
15	Aspirin	___ mg							
17	Atropine	___ mg							
76	Atropine MDV	___ mg							
36	Albuterol	___ mg							
18	Diphenhydramine	___ mg							
18	Diphenhydramine Elixir	___ mg							
20	Calcium HCL	___ mg							
72	Dextrose	___ gm							
21	Dopamine	___ mg							
22	Epinephrine-1 mg/1:10,000	___ mg							
73	Epinephrine-1 mg/1:1,000	___ mg							
77	Epinephrine MDV	___ mg							
23	Glucagon	___ units							
25	Lasix	___ mg							
26	Lidocaine	___ mg							
26	Lidocaine Drip	___ bags							
74	Magnesium Sulfate	___ gm							
84	Midazolam HCL	___ mg							
27	Morphine Sulfate	___ mg							
28	Narcan	___ mg							
29	Nitro	___ mg							
83	Nitrox	___ btlls							
35	Oral Glucose	___ gm							
30	Sodium Bicarb	___ ml							
___	CPAP	___							
___	EZ - 10	___							
			Refusal of Care/Transport & Release of Liability						
			I HEREBY RELEASE El Dorado County, the attending provider, and the contacted base hospital from any liability of medical claims resulting from my refusal of emergency care and/or transportation to the nearest recommended medical facility. I further understand that I have been directed to contact my personal physician as to my present condition as soon as possible. I have received an explanation of the potential consequences of this refusal. Patient or Responsible Party: X _____ Date: _____ Witnessed by: X _____ Date: _____ Crew Member: X _____ Date: _____						
			Receipt of Notice of Privacy Rights						
			<input type="checkbox"/> The patient received a copy of the El Dorado County Ambulance Notice of Privacy Practices.						
			Office Use Only						
			<input type="checkbox"/> 1A ALS Emerg <input type="checkbox"/> 5A CCT		ICD-9 Primary		ICD-9		
			<input type="checkbox"/> 1A2 ALS Emerg 2 <input type="checkbox"/> 8A No ALS Emerg		ICD-9		ICD-9		
			<input type="checkbox"/> 3A ALS Non-Emerg <input type="checkbox"/> 9A Non ALS Non-Emerg						
A Hospital Patient Information Sheet May Be Included In Lieu of Completing This Shaded Section									
Medicare #					Medi-Cal #				
Insurance Company Name:				Insurance Company Address					
Policy #			Group #			Insurance Company Phone			
Guarantor:				Address:			Phone:		
Private Pay RP				Address:			Phone:		

BILLING COPY

APPENDIX C

REFERENCE GUIDE

Scene Location Type Codes		Provider Impression Codes		Cause of Injury Codes	
Code	Location Type	Code	Impression	Code	Cause of Injury
1	Home / residence	10	Abdominal pain	10	Chemical exposure
2	Farm	11	Airway obstruction	11	Drug ingestion
3	Industrial place or premises	12	Allergic reaction	12	Accidental fall
4	Place for recreation or sport	13	Altered level of consciousness	13	Aircraft related
5	Street or highway	14	Behavioral / psychiatric disorder	14	Animal bite/sting (non-venomous)
6	Public building	16	Cardiac arrest	15	Bicycle accident
7	Educational institution	17	Cardiac rhythm disturbance	16	Construction accident
8	Residential institution	18	Chest pain / discomfort	17	Drowning
9	Hospital	19	Diabetic symptoms (hypoglycemia)	18	Electrical shock
00	Other	21	Electrocutiion	19	Cold exposure
		22	General illness	20	Heat exposure
		23	Hemorrhaging / bleeding	21	Explosives
		24	Hyperthermia	23	Firearm
		25	Hypothermia	26	Lightning
		26	Hypovolemia	27	Machinery accident
		27	Inhalation injury (toxic gas)	28	Mechanical suffocation
		28	Obvious death	29	Motor vehicle accident
		29	OD / poisoning	30	Auto vs. pedestrian
		30	Pregnancy / OB delivery	31	Physical assault
		31	Respiratory arrest	33	Burns
		32	Respiratory distress	34	Smoke inhalation
		33	Seizure	35	Stabbing
		34	Sexual assault	36	Venomous bite/sting
		35	Stings / venomous bites	37	Snow sports accident
		36	Stroke / CVA	00	Other
		37	Syncope / fainting	NA	Not applicable
		38	Traumatic injury	Unk	Unknown
		00	Other		
		NA	Not applicable		
		Unk	Unknown		

Response/Transport Codes	
Code	Type of Response
2	Non-Emergent, no lights or sirens
3	Emergent, with lights and sirens
4	Cancelled

Service/Call Type Codes	
Code	Type of Call
01	Scene
02	Unscheduled inter-facility transfer
03	Scheduled inter-facility transfer
04	Standby
05	Rendezvous

Hospital Abbreviations

S.A.F.H. / A.F.E.R.	Auburn Faith	K.N.H. / K.N.E.R.	Kaiser North
B.M.H. / B.M.E.R.	Barlon Memorial	K.S.H. / K.S.E.R.	Kaiser South
C.T.H. / C.T.H.E.R.	Carson Tahoe	K.R.H. / K.R.E.R.	Kaiser Roseville
C.V.M.C. / C.V.M.C.E.R.	Carson Valley	S.A.H. / S.A.E.R.	Sutter Amador
M.F.H. / M.F.E.R.	Mercy Folsom	S.T.M. / S.T.M.E.R.	St. Mary's
M.G.H. / M.G.E.R.	Mercy General	S.G.H. / S.G.E.R.	Sutter General
M.M.H. / M.M.H.E.R.	Mercy Methodist	S.M.H. / S.M.E.R.	Sutter Memorial
M.H. / M.H.E.R.	Marshall	S.R.H. / S.R.E.R.	Sutter Roseville
M.S.J. / M.S.J.E.R.	Mercy San Juan	T.F.H. / T.F.E.R.	Tahoe Forest
		U.C.D.M.C. / U.C.D.E.R.	UC Davis
		W.M.C. / W.M.C.E.R.	Washoe

ADULT GLASGOW COMA SCALE	INFANT GLASGOW COMA SCALE	TRAUMA SCALE
<p>Eye Opening</p> <p>Spontaneously 4</p> <p>To speech 3</p> <p>To pain 2</p> <p>No response 1</p> <p>Best Verbal Response</p> <p>Oriented 5</p> <p>Confused 4</p> <p>Inappropriate words 3</p> <p>Incomprehensible 2</p> <p>No response 1</p> <p>Best Motor Response</p> <p>Obeys commands 6</p> <p>Localizes pain 5</p> <p>Withdraws from pain 4</p> <p>Flexion (decorticate) 3</p> <p>Extension (decerebate) 2</p> <p>No response 1</p>	<p>Eye Opening</p> <p>Spontaneously 4</p> <p>To speech 3</p> <p>To pain 2</p> <p>No response 1</p> <p>Best Verbal Response</p> <p>Coos, babbles 5</p> <p>Irritable cries 4</p> <p>Cries to pain 3</p> <p>Moans, grunts 2</p> <p>No response 1</p> <p>Best Motor Response</p> <p>Obeys commands 6</p> <p>Localizes pain 5</p> <p>Withdraws from pain 4</p> <p>Flexion (decorticate) 3</p> <p>Extension (decerebate) 2</p> <p>No response 1</p>	<p>Respiratory Rate</p> <p>10-29 4</p> <p>> 29 3</p> <p>6-9 2</p> <p>1-5 1</p> <p>None 0</p> <p>Systolic BP</p> <p>> 89 4</p> <p>76-89 3</p> <p>50-75 2</p> <p>1-49 1</p> <p>None 0</p> <p>GCS</p> <p>13-15 4</p> <p>9-12 3</p> <p>6-8 2</p> <p>4-5 1</p> <p>3 0</p>

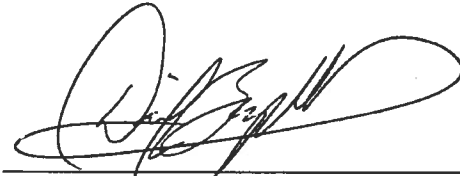
EL DORADO COUNTY EMS AGENCY DOCUMENTATION POLICIES

Supersedes: Policy dated July 1, 2009

Effective: July 1, 2010

Reviewed: April 2010

Scope: ALS Personnel



EMS Agency Medical Director

MEDIC UNIT PREHOSPITAL CARE DOCUMENTATION

AUTHORITY:

California Health and Safety Code, Division 2.5, Sections 1797.220 and 1798a; and California Code of Regulations, Title 22, Section 100175 (a)(6).

PURPOSE:

To define when a Prehospital Care Report (PCR) shall be completed, what must be included on the form, and the required form distribution.

DEFINITIONS:

First Responder – Any non-transporting BLS or ALS unit dispatched to the scene of a medical emergency to provide immediate patient care.

Medic Unit – A qualified provider of medical transportation for patients requiring treatment and/or monitoring due to illness or injury.

Person – Any individual encountered by EMS personnel who, in the judgment of the EMS personnel, does not demonstrate any known illness or injury.

Patient – Any individual encountered by EMS personnel who, in the judgment of the EMS personnel, demonstrates a known or suspected illness or injury.

Clean PCR – A legible document that has no defect or impropriety, including a lack of any documentation that would require investigation or further development before it can be processed for billing purposes or submitted into a patient care record.

POLICY:

- 1) A PCR must be completed for every patient contact, including "patient contact non-transport". The PCR will be completed according to the "Prehospital Care Report (PCR) Instructions" in a clear, concise, accurate and complete manner.
- 2) All items on the PCR shall be completed. If information is unknown, write "unk"; if an item is not applicable, write "N/A" or draw a line through that item. All errors shall be corrected by drawing a single line through the error and initialing the correction.
- 3) Only standardized abbreviations from the approved El Dorado County Abbreviation List may be used.
- 4) Document in the appropriate location the following items of information:
 - a. General Information:
 - Date
 - Incident number
 - Patient # (if multiple patient incident)
 - Complete patient name
 - Date of birth
 - Age
 - Sex
 - Weight in kilograms
 - Location of incident

- Service Area/Alpine County box checked
 - Scene zip code
- b. Patient Assessment Information: Complete all applicable check-boxes:
- Chief Complaint – Document the patient's primary symptom(s); utilize the narrative section to describe the condition of the patient
 - Provider Impression Code - The suspected cause of the patient's medical condition (from Reference Guide on PCR)
 - Cause of Injury Code - The suspected cause of the patient's injury (from Reference Guide on PCR)
 - Narrative - Document the history of the patient's present illness or injury and the present condition of the patient in a manner that will satisfactorily explain the medical necessity of the transport (why the patient had to be transported by ambulance) and justify the level of service provided. Include all associated symptoms that the patient is experiencing and other pertinent medical information that is obtained during the patient assessment. Pertinent negatives should be documented on all assessment questions asked
 - Past Medical History
 - Medications
 - Allergies
 - Glasgow Coma Scale
 - Trauma Score should be entered when applicable
 - Document all physical findings found on patient exam (if within normal limits, the WNL check box will suffice in lieu of listing pertinent negatives)
- c. Response Information:
- Incident times
 - Service type (from Reference Guide on PCR)
 - Response code (from Reference Guide on PCR)
 - First responder ID number (i.e., engine company, squad, ski patrol, etc.)
 - Unit ID number
- d. Patient Management Information:
- All procedures performed shall be documented. Include the time the procedure was performed, the patient's response to the procedure, and who performed the procedure
 - Document the patient's vital signs. Recheck vital signs at least every fifteen minutes
- e. Transport Information:
- Transport destination (may be a landing zone, if so write name/location)
 - Receiving facility (used when patient care is transferred to another transporting agency (i.e., CALSTAR, Careflight, Reach, or CHP)
 - Care transferred to (Must specify full name and title of person you are transferring care to)
 - Transport code
- f. Base Contact Information:
- Time
 - Base
 - MICN/M.D.
- g. Crew Information:
- Primary name and license number
 - Secondary name and license number
 - Additional crewmember(s) and license number(s)
 - Primary medic's signature
 - Preceptor or FTO's initials

- 5) Ambulance Billing Form shall be completed for every patient contact and should include the following:
- a. General Information:
 - Date
 - Incident number
 - Complete patient name
 - Date of birth
 - Age
 - Sex
 - Weight
 - Social security number
 - Mailing address, including city, state, and zip code
 - Home telephone number
 - b. Procedures, supplies, and medications:
 - All listed procedures that were performed shall be itemized
 - All listed supplies that were used shall be itemized
 - All listed medications that were used/wasted shall be itemized
 - The total transport miles shall be documented, listing of starting and ending miles is optional
 - c. Reason for transport/medical necessity:
 - Mark one or more boxes if applicable
 - If an explanation or reason is required, write a brief descriptive statement that justifies the medical necessity for the transport
 - d. Financial responsibility and assignment of benefits:
 - Ambulance personnel shall secure the signature of the responsible party for all patient transports. Signatures of responsibility and authority to release medical records may be obtained from an adult family member present at the time of transport (identify their relationship to the patient). When a patient is unable to sign, a reasonable explanation must be provided stating why the patient's signature was unobtainable and the attending paramedic must sign in the space provided. (Acceptable reasons for not obtaining a signature are: patient is deceased or unresponsive and a family member is not present to sign.)
 - Minors must have a parent or guardian (if present) sign the consent form
 - e. Refusal of Care/Transport & Release of Liability:
 - Patient or Responsible Party must sign if refusing care and/or transport
 - Date
 - Witness signature is required If patient refuses care and/or transport and should be in the following order of preference:
 1. Immediate family member
 2. Law enforcement officer
 3. Other EMS personnel
 4. Crew Member
 - f. ALS Care on Non-Transports:

For situations where ALS care is provided and the patient refuses transport to the hospital a supplemental financial responsibility disclosure form must also be signed by the patient. This form advises the patient or responsible party that a "treatment- no transport "charge may be incurred for ALS care delivered at scene. Paramedics shall have this form signed any time ALS care is delivered to patient and that patient refuses transport.

- g. *Receipt of Notice of Privacy Rights:
- Each ambulance will be supplied with the El Dorado County Privacy Notice that must be given to each patient. The Privacy Notice advises the patient of his/her rights and how El Dorado County Ambulance services will use and disclose the information. The Checkbox for this section shall be checked to indicate that a HIPAA notice has been given to the patient.
- All ambulance personnel should be familiar with the Privacy Notice to the extent that they comply with all described uses and disclosures so as not to violate HIPAA requirements. This applies to all patient care documents, including: dispatch reports, face sheets, PCR's, or any other documents that may contain patient information, as well as procedures to be followed if a breach of information occurs. (Refer to HIPAA Policy).**
- h. Insurance information (this section may be left blank providing that a hospital billing information sheet is included with the PCR):
- Medicare/Medi-Cal numbers
 - Insurance company name, policy number, address, and phone number
 - Guarantor name, address, and phone number
 - Private Pay information
- 6) PCR Distribution - Completed copies of the PCR shall be distributed as follows:
- CSA #3: Clean PCR's (see definition) that correspond with the weekly South Lake Tahoe Police Department Unit Log for the prior week of Wednesday through Tuesday must be delivered to the EMS Agency Office no later than Wednesday of each week
 - CSA #7: Clean PCR's (see definition) and/or Fire Agency Incident Reports (also called FC 34's) that correspond with the Bi-Weekly Medic Unit Activity Report for the prior Thursday through Sunday must be delivered to the EMS Agency Office no later than Monday of each week; and those PCR's and/or Fire Agency Incident Reports that correspond with the Medic Unit Activity Report for the prior Monday through Wednesday must be delivered to the EMS Agency Office no later than Thursday of each week
- a. EMS/Billing Copies - The top two white copies including the hospital face sheet shall be delivered to the EMS Agency Office as stated above.
- b. Hospital - The completed hospital copy of the PCR should be left at the receiving facility prior to the medic unit's departure from that facility. The only exception would be an "immediate need" response/move up request prior to completion of the PCR, in which case a copy of a completed transfer of care sheet shall be left with the ER staff and a completed copy of the PCR shall be faxed, emailed, or hand delivered as soon as possible not to exceed 6 hours after transfer of care. In cases where medic units are transferring patients to non-hospital settings such as private residences, convalescent facilities, or MRI/CT scan facilities are exempt from this section of the policy. In cases of determination of death at scene it is permissible to leave this copy of the PCR with the coroner or deputy coroner.
- c. CQI- Peer review quality improvement.
- d. Ambulance Bill- A completed Ambulance Billing Form shall be included with each PCR.
- 7) In cases where an ALS First Responder maintains patient care and becomes the attending paramedic: a) a Medic Unit PCR may be completed by the first responder paramedic and be utilized as the only PCR, or b) each paramedic may complete their respective First Responder PCR or Medic Unit PCR. The Medic Unit PCR shall appropriately refer to the First Responder PCR for the patient's medically related information. The Ambulance Billing Form must be completed, and a copy of the completed First Responder PCR must be attached.

- 8) In the case of a First Responder transferring care to a transporting paramedic, all pertinent information shall be relayed including, but not limited to: patient history, mechanism of injury, medications normally taken, allergies, assessment findings, and treatments already performed. This information shall be documented on the PCR and be passed on to the receiving facility.
- 9) The PCR must document any and all assessments and treatments performed by the Medic Unit personnel for Inter-Facility Transfer Calls. In addition, the following items must be documented on every Inter-Facility Transfer PCR:
 - Chief Complaint - Phrases such as "BLS transfer" or "return transfer" are not appropriate and/or accepted
 - A signed Physician's Certification Statement shall be obtained. If this is not obtained, the reason for not obtaining a certificate must be documented in the narrative section of the PCR. The Physicians Certification Statement must document why other means of transportation is contraindicated
 - The hospital admissions information sheet shall be included
- 10) For Round Trip Inter-Facility Transfers, a separate PCR for each leg of the transfer must be completed. All inter-facility transfer information must be included on each PCR. However, only one signed Physicians Certification Statement and one hospital admissions information sheet are required for both transfers. Both items shall be included with the first leg's Inter-Facility Transfer PCR. The Physicians Certification Statement must document why other means of transportation is contraindicated.
- 11) For Critical Care Transfers (CCTs) all pertinent patient care information shall be documented, including: reason for transport, medical necessity, chief complaint, medical history, medications, allergies, vital signs, and treatment performed. In cases where the MICN initiates treatment(s) that are outside of the paramedic's scope of practice. The paramedic may refer to the nurse's notes by stating "see nurse's notes for further treatment performed." The paramedic must provide a detailed account of all assessments and treatments performed during transport that are within his or her scope of practice.
- 12) For situations where a responding Medic Unit is cancelled and an incident number is assigned to the call, a PCR is not required. However, for each cancelled call, the following information must be forwarded to the EMS Agency Office as per individual provider contracts:
 - Incident number
 - Medic Unit ID number
 - Time call was received
 - Time responding
 - Time cancelled
 - Call location
 - Reason call was cancelled
 - Signature of ambulance crewmember

**SPECIFICATIONS FOR THE MARKING OF
EL DORADO COUNTY AMBULANCES**

A. Vehicle Striping – General

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

B. Medic Unit Identification Plate – Specifications

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

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

- a. The driver and passenger sides have the same words identifying EL DORADO COUNTY EMERGENCY MEDICAL SERVICES (font style "Clarendon"). The words EL DORADO COUNTY are 6" red reflective letters with a $\frac{1}{4}$ " black pin stripe around each letter. The highest arch of the lettering is located 12" from the bottom of the drip rail. The words EMERGENCY MEDICAL SERVICES are 4" red reflective letters with a $\frac{1}{4}$ " black pin stripe around each letter. The words EMERGENCY MEDICAL are 6" below the highest point of the arch of the letters El Dorado County. The word SERVICES is 3" below the words EMERGENCY MEDICAL.
- b. The word FIRE is 13-1/8" from the rear of the ambulance. The lettering is 5 $\frac{1}{2}$ " white reflective with a $\frac{1}{4}$ " black pin stripe around each letter. The lettering is applied over the red stripe.
- c. Except where otherwise noted, all numbers and lettering font style is "Helvetica".

Appendix D



Figure 1 – Driver's Side View



Figure 2 – Passenger Side View

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

a. **Medic Unit Number Plate**

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

b. **Medic Unit Number**

The top of the number plate is located 40 ½" below the bottom of the drip rail and centered between the passenger side of the patient cabin and the rear doors.

c. **Paramedic**

The word Paramedic is centered on the rear doors of the patient cabin. The letters are centered vertically on the 9 ½" inch wide red stripe. The letters are 5" white reflective with ¼" pin stripe around each letter.



Figure 3 – Rear View

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

a. Medic Unit Number

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

b. Paramedic

The word PARAMEDIC is centered on the on the front of the patient cabin. The top of the letters is $2\text{-}1/8$ " from the bottom of the light bar. The letters are 4" red reflective with $\frac{1}{4}$ " pin stripe around each letter.



Figure 4 – Front View

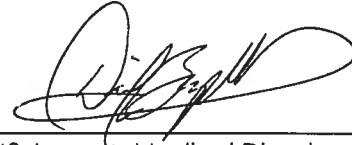
EL DORADO COUNTY EMS AGENCY FIELD POLICIES

Supersedes: ALS Equipment policies dated July 1, 2010

Effective: July 1, 2011

Reviewed: June 2011

Scope: ALS Personnel



EMS Agency Medical Director

ALS UNIT MINIMUM EQUIPMENT INVENTORIES

PURPOSE:

A standardized inventory control program will ensure that effective levels of ALS equipment and medications are maintained and carried on approved ALS provider units.

DEFINITION:

Minimum Equipment Inventory - A minimum inventory of equipment and medication that is required to be carried on approved Advanced Life Support (ALS) units. More equipment may be carried if deemed appropriate by an ALS provider.

ALS Transporting Unit - An ALS ambulance that is capable of transporting patients.

ALS Non-Transporting Unit - An engine, squad, truck, or other type of response unit that is capable of providing full ALS on a full or part-time basis.

ALS Assessment Unit - An engine, squad, truck, or other type of response unit that is capable of providing limited ALS on a full or part-time basis.

POLICY:

- 1) The EMS Medical Director has the authority to set the minimum standard for ALS equipment and medications that are to be maintained. This standard shall meet State and local policies, protocols and regulations, and shall ensure the capability to provide an ALS level of patient care. Each ALS provider shall implement an inventory control program to ensure that all ALS units have appropriate ALS equipment and that medications are stocked to at least the minimum level inventory required.
- 2) When determining what inventory your unit(s) will carry, keep in mind the potential for multiple patients and/or multiple calls before restocking. For non-transporting and assessment units this limited inventory may necessitate restocking from the ALS transporting unit prior to transport of the patient in order for the non-transporting unit to stay "in-service".
- 3) Records of daily inventory shall be retained by the ALS provider for a minimum of twenty-four (24) months.
- 4) **For non-transporting and assessment units:** Providers with issues in regards to controlled substances (morphine sulfate and midazolam) may request an exception to this equipment inventory by submitting a letter to the EMS Agency Medical Director requesting that they not be required to carry morphine sulfate or midazolam. This letter must describe the reason(s) that the provider desires to exclude these medications from their inventory. The EMS Agency Medical Director will either approve or deny the exception and will notify the provider in writing of his or her decision.

Appendix E - Minimum Required Equipment

ALS UNIT MINIMUM EQUIPMENT INVENTORIES

CONTINUED

ALS TRANSPORTING UNIT	ALS NON-TRANSPORTING UNIT	ALS ASSESSMENT UNIT	AIRWAY
2	2	1	Needle Thoracostomy Kits Consisting of: <ul style="list-style-type: none"> • 2 1/2" 10 -16 Gauge Cath • 10 mL Syringe • Normal Saline Acorn or Vial • One Way Valve • Chlorhexadine Prep/Swab
1	1	1	Needle Cricothyroidotomy Kits Consisting of: <ul style="list-style-type: none"> • ENK Flow Modulator • Reinforced 10-14 Gauge Cath (At least 2 1/2" long) • Chlorhexadine Prep/Swab • 5 mL Syringe • Normal Saline Acorn or Vial • Twill Tape
1	N/A	N/A	Main Oxygen Tank w/2 Flow Meters (Minimum oxygen level of 750 PSI)
2	2	1	Portable Oxygen Tanks (Minimum oxygen level of 500 PSI)
1	1	1	Portable Oxygen Regulator
1	1	Opt.	N2O2/CPAP Adapter (Pigtail)
1	1	1	Adult BVM w/Mask & O2 Supply Tubing
1	1	1	Child BVM w/Mask & O2 Supply Tubing
1	1	1	Infant BVM w/Mask & O2 Supply Tubing
2	1	Opt.	Peep Valves
6	1	1	Adult Nasal Cannulas
2	1	Opt.	Pediatric Nasal Cannulas
6	1	1	Adult Non-Rebreather Masks
2	1	1	Pedi Non-Rebreather Masks
2	1	Opt.	Infant Non-Rebreather Masks
2	1	Opt.	AeroEclipse Nebulizers
2	1	1	Nebulizers for Inhaled Meds
2*	1*	Opt.	Nebulizer Mask (*optional if non-re-breather mask can be converted to nebulizer mask)
2	1	Opt.	Nebulizer BVM Adapters

Key:

Opt. = Optional

N/A = Not applicable

* = See notes for special information

017-III-P-E2011

Appendix E - Minimum Required Equipment

ALS UNIT MINIMUM EQUIPMENT INVENTORIES

CONTINUED

ALS TRANSPORTING UNIT	ALS NON-TRANSPORTING UNIT	ALS ASSESSMENT UNIT	AIRWAY continued	
2	1	1	Intubation Kit(s) Consisting of: <ul style="list-style-type: none"> • Oropharyngeal Airways Sizes #1 thru #6 • Nasopharyngeal Airways Sizes 20 FR – 36 FR • Uncuffed Endotracheal Tubes Sizes 2.5 – 5.5 (including half sizes) • Cuffed Endotracheal Tubes Sizes 6.0 – 9.0 (half sizes are optional) • Endotrol Endotracheal Tubes Sizes 6.0, 7.0, and 8.0 • Adult Laryngoscope Handle (pediatric sized handle is optional) • Full Set of Disposable Laryngoscope Blades (straight and curved) • 10 mL Syringe • Stylettes (1 adult and 1 pediatric) • 2 ET Securing Devices • Magil Forceps (1 adult and 1 pediatric) • Spare Laryngoscope Batteries (1 set for each handle) • BAAM Device • 4 Water Soluble Lubricating Jelly Packets • End Tidal CO2 Detectors (1 adult and 1 pediatric)) • ET Tube Introducer (ETTI)/Bougie 	
1	1	1	King Airway Device Set Consisting of: <ul style="list-style-type: none"> • King LT or LTS-D Airways in sizes 2, 2.5, 3, 4*, & 5* • Water based lubricant • 60 cc or 90 cc syringe (If a 60 cc syringe is used, multiple fillings may be required) 	*Alternative to King sizes 4 & 5: Combitube Set Consisting of: <ul style="list-style-type: none"> • Combitube SA (small adult) • 140 mL Syringe • 12 mL Syringe • Deflector • 10 French Suction Catheter
1	1	1	Pulse Oximeter	
1	Opt.	Opt.	Spare SPO2 Sensor	
2	Opt.	Opt.	Pedi Pulse Oximetry Sensors	
1	Opt.	Opt.	Nitrous Delivery System: 1 Matrx Unit/ 1 Mask/ 5 Mouthpieces	
1*	1*	Opt.	WhisperFlow® CPAP Generator Model # OC 7894 (*Or Equivalent Single Use Disposable Model)	
1*	1*	Opt.	Male Adapted Oxygen Hose (*Not req. if disposable model is used)	
1*	1*	Opt.	WhisperPak® CPAP Kits Containing: <ul style="list-style-type: none"> • Head Strap • 7.5 and 5.0 CM Valves • Large and Medium Masks • Filter • Tubing (*Not required if disposable model is used) 	

Key:

Opt. = Optional

N/A = Not applicable

* = See notes for special information

Appendix E - Minimum Required Equipment

ALS UNIT MINIMUM EQUIPMENT INVENTORIES

CONTINUED

ALS TRANSPORTING UNIT	ALS NON-TRANSPORTING UNIT	ALS ASSESSMENT UNIT	SUCTION
1	NA	NA	On Board Suction Unit
1	1	Opt.	Battery Operated Portable Suction Unit
3	Opt.	Opt.	Spare Suction Canisters/Bags W/ Lids
3	1	Opt.	Suction Connecting Tubing
3	1	Opt.	Yankauer/Tonsil Tip Catheters
2	1	Opt.	#10 French Suction Catheters
2	1	Opt.	#14 French Suction Catheters
2	1	Opt.	#16 French Suction Catheters
1	1	Opt.	Meconium Aspirator
1	1	Opt.	60 cc Syringe (Luer tapered style tip)
2	1	Opt.	#8 French Pediatric Feeding Tubes
2	Opt.	Opt.	#14 French Salem Sump NG Tube
Opt.	Opt.	1*	Hand Held Suction Device (*Optional if battery powered suction is carried)

ALS TRANSPORTING UNIT	ALS NON-TRANSPORTING UNIT	ALS ASSESSMENT UNIT	EKG
1	Opt.	Opt.	12 Lead/ETCO2 Capable Monophasic or Biphasic Monitor/Defibrillator w/Pacing (defibrillator must be tested daily)
N/A	1	1	Monophasic or Biphasic Monitor/Defibrillator w/Pacing (Test defibrillator daily)
1	Opt.	Opt.	12 Lead Cables
2	1	1	ECG Leads (Cables)
2	1	1	Spare ECG Paper
8	2	2	Adult Electrode Sets
4	1	1	Pediatric Electrode Sets
2	2	1	Pedi Multi-Function Defibrillation/Pacing Pads
2	1	1	Spare Monitor Batteries
1*	1*	1*	Defibrillation Gel/Gel Pads *Required only if paddles are carried
1	Opt.	Opt.	ETCO2 Set (cable and adult and pediatric adapters)

Key:

Opt. = Optional

N/A = Not applicable

* = See notes for special information

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Appendix E - Minimum Required Equipment

ALS UNIT MINIMUM EQUIPMENT INVENTORIES

CONTINUED

ALS TRANSPORTING UNIT	ALS NON-TRANSPORTING UNIT	ALS ASSESSMENT UNIT	IV
8	2	1	Normal Saline IV Solutions 1000 mL
8	2	1	IV Administration Sets (Macro-Drip)
Opt.	Opt.	Opt.	Adjustable IV drip tubing may be used in lieu of macro/micro drip tubing. If used, the inventory may be reduced by 50%.
2	1	Opt.	IV Administration Sets (Micro-Drip)
2	Opt.	Opt.	IV Administration Sets (Blood Y)
5	2	2	Saline Locks
3	2	1	Buret/sets (150 mL each)
3	1	1	Normal Saline Vials or Preloaded Syringes 5-10mL
2	Opt.	Opt.	Dial-A-Flows
2	Opt.	Opt.	3 Way Valve w/Extensions
4	2	1	Blood Tube Sets
4	2	1	Vacutainer Barrels
8	4	1	Vacutainer Luer Adapters
1	1	1	Blood Glucose Meter (Calibrate weekly and upon opening a new box of test strips)
1	1	1	Box of Glucose Meter Test Strips
1	1	1	Glucose Meter Testing Solution (High and Low) Must be replaced 90 days after initial opening.
8	3	2	Lancets
10	5	3	Isopropyl Alcohol Preps
5	1	1	Betadine Pads
30	10	5	Chlorahexadine Preps/Swabs
2	1	1	Prep Razors
4	2	2	Penrose Drains/Tourniquets (Latex Free)
4	1	1	Rolls of Transpore Tape 1"
10	2	2	Sterile IV Site Covers
6	2	Opt.	14 ga. IV Catheters
6	2	1	16 ga. IV Catheters
8	2	2	18 ga. IV Catheters 1.25"
8	2	2	20 ga. IV Catheters 1.25"
4	1	1	22 ga. IV Catheters 1.25"

Key:

Opt. = Optional

N/A = Not applicable

* = See notes for special information

Appendix E - Minimum Required Equipment

ALS UNIT MINIMUM EQUIPMENT INVENTORIES

CONTINUED

ALS TRANSPORTING UNIT	ALS NON-TRANSPORTING UNIT	ALS ASSESSMENT UNIT	IV continued
Opt.	Opt.	Opt.	23 ga. Butterfly Catheter
Opt.	Opt.	Opt.	25 ga. Butterfly Catheter
1	1	Opt.*	1 EZ-IO Bag with the Following Supplies: <ul style="list-style-type: none"> • 1 EZ-IO® Driver • 2 EZ-IO® LD Needles (Large Adult) • 2 EZ-IO® Adult Needles • 2 EZ-IO® Pediatric Needles • 2 EZ-Connect Tubings • 1 Pressure Bag • 1 Lidocaine HCl 2%/100 mg. Pre-Load (Recommended) • 2 10 mL Normal Saline Preloaded Syringes (Recommended) • 1 EZ-IO Wristband • 4 Chlorahexadine Preps/Swabs • 2 Sterile 4x4 Dressings • 1 EZ-Stabilizer *Assessment units may use EZ-IO needle manually without the driver and only carry one of each needle size and other supplies.
4	2	Opt.	Twin Catheters
5	2	1	1 mL Syringes w/Insulin Needle
5	2	1	3 mL Syringes
6	2	1	5 mL Syringes
8	1	1	10 mL Syringes
3	1	Opt.	20 mL Syringes
4	2	2*	18 ga. Transfer or Injection Needles *Assessment units may carry either 18 or 20 ga.
4	2	Opt.	20 ga. Transfer or Injection Needles
5*	2*	Opt.*	Filter Needles in Assorted Sizes (*mandatory if carrying ampules)
5	2	1	MAD Intranasal Atomizers

Key:

Opt. = Optional

N/A = Not applicable

* = See notes for special information

017-III-P-E2011

Appendix E - Minimum Required Equipment

ALS UNIT MINIMUM EQUIPMENT INVENTORIES

CONTINUED

ALS TRANSPORTING UNIT	ALS NON-TRANSPORTING UNIT	ALS ASSESSMENT UNIT	MEDs
100 G	50 G	Opt.	Activated Charcoal (without Sorbitol)
60 mg	18 mg	6 mg	Adenocard
15 mg	5 mg	Opt.	Albuterol Sulfate
4	2	1	Albuterol / Atrovent Mixed (DuoNeb)
1200 mg	450 mg	300 mg	Amiodarone in 150 mg Preloaded Syringes or 3 mg Vials
1 bttl	1 bttl	1 bttl	Aspirin (Chewable 80 mg.)
3 mg	2 mg	1 mg	Atropine Sulfate/1 mg. Pre-Load Syringes
16 mg	8 mg	Opt.	Atropine Sulfate/8 mg. Vial
2 G	1 G	Opt.	Calcium Chloride 10%/1 G. Pre-Load Syringes
75 G	25 G	25 G	50% Dextrose/25 G. Pre-Load Syringes
50 ml	25 ml	Opt.	Sterile Water for Injection
100 mg	50 mg	50 mg	Diphenhydramine 50 mg Vials or Pre-load Syringes
2 bags	1 bag	Opt.	Dopamine 400 mg in 250 mL (Plus Drip Chart)
10 mg	5 mg	2 mg	Epinephrine 1:10,000 Pre-Load Syringes 1 mg/10 mL
60 mg	30 mg	3 mg*	Epinephrine 1:1000 Multi-Dose 30 mL Vials (*may use ampules)
2 mg	1 mg	1 mg	Glucagon
15 ml	6 ml	Opt.	Inhalation Solution In 3 mL Acorns/Pillows
400 mg	200 mg	100 mg	Lidocaine HCl 2%/100 mg. Pre-Load
30 ml	15 ml	Opt.	Lidocaine Viscous 2%/15 mL
40 ml	20 ml	Opt.	Lidocaine 1% w/Epinephrine 1:100,000 (*Optional if Neosynephrine is carried)
4 g	2 g	Opt.	Magnesium Sulfate
32 mg	20 mg*	8 mg*	Morphine Sulfate (Supplied in 4 mg Carpujets) (*Optional w/ Medical Director's approval)
8 mg	4 mg	2 mg	Narcan

Key:

Opt. = Optional

N/A = Not applicable

* = See notes for special information

Appendix E - Minimum Required Equipment

ALS UNIT MINIMUM EQUIPMENT INVENTORIES

CONTINUED

ALS TRANSPORTING UNIT	ALS NON-TRANSPORTING UNIT	ALS ASSESSMENT UNIT	MEDs continued
1*	1*	Opt.	Neosynephrine Spray (up to a 1% solution) (*Opt.if Lido w/ Epi is carried)
2 bttl	1 bttl	1 bttl	Nitrolingual Spray
3 G	1 G	Opt.	Nitro Bid Ointment (NTG Paste) 2% (30g tube or 1g packets)
2 bttl	Opt.	Opt.	Nitronox (*at least one completely full)
20 mg	8 mg	Opt.	Ondansetron Oral Dissolving Tablets (4 mg each)
20 mg	8 mg	4 mg	Ondansetron Vials or Pre-load Syringes 4 mg/2 mL
30 G	15 G	15 G	Oral Glucose 15 g
150 mEq	100 mEq	Opt.	Sodium Bicarbonate/50 mEq. Pre-Load Syringes
15 mg	10 mg	5 mg*	Versed (5 mg/mL concentration) (*Optional w/ Medical Director's approval)

ALS TRANSPORTING UNIT	ALS NON-TRANSPORTING UNIT	ALS ASSESSMENT UNIT	INFECTION CONTROL
1*	1*	1*	Hepa (P100)Masks. N95 mask may also be carried, but a minimum of one P100 mask *PER PARAMEDIC is required for high level procedures such as intubation
2	1	1	Disposable Gowns
1	1	1	Hand Cleaner Bottle/ Wipes
2		1	Sharps Containers
1	1	1	Protective Eye Glasses Per Paramedic
1	Opt.	Opt.	Disinfectant Spray
5	2	2	Large Bio-Hazard Bags
2 sets	Opt.	Opt.	Non-Latex Sterile gloves (XL, L, M)
1	1	1	Non-Latex Protective Gloves (*1 box sized for each crewmember)
2	2	2	Emesis Bag/Basin
1	Opt.	Opt.	Post Exposure Kit, containing: 2 Red Top and 1 Purple Top Blood Tube(s), and set of instructions

Key:

Opt. = Optional

N/A = Not applicable

* = See notes for special information

Appendix E - Minimum Required Equipment

ALS UNIT MINIMUM EQUIPMENT INVENTORIES

CONTINUED

ALS TRANSPORTING UNIT	ALS NON-TRANSPORTING UNIT	ALS ASSESSMENT UNIT	TRAUMA
10	5	5	Sterile 4x4 Dressings
4" stack	Opt.	Opt.	Non-Sterile 4x4 Dressings
5	2	2	Roller Gauze 4.5"
5	2	2	Combine Dressings 5" x 9"
2	1	1	Multi Trauma Dressings
2	2	1	Petroleum Gauze
2	5	5	Adhesive Bandages
1 box	1	1	Triangular Bandages
1	1*	1*	Burn Kit consisting of: <ul style="list-style-type: none"> • *Face Mask • *2 - Sheets • *2 - 15"x20" Dressings • 2 - 12"x15" Dressings • 2 - 12"x12" Dressings *Only items with an asterisk are required on non-transporting and assessment units.
2	1	1	1000 mL Sterile Irrigation Solution
4	1	1	2" Cloth Tape Rolls
2	1	1	Elastic Bandages
2	1	1	Trauma Shears
4	2	1	Hot Packs
4	2	1	Cold Packs
2	1	1	Backboards
1	Opt.	Opt.	Scoop Stretcher
6	3	1	Adult Cervical Collars of appropriately assorted sizes
1	1	1	Child Cervical Collars
1	1	1	Infant Cervical Collars
4	1	1	Head Immobilizer Sets
2	1	1	Backboard Straps
1	Opt.	Opt.	KED
2	Opt.	1	Sam Splints
2	2	Opt.	Cardboard Arm Splints
2	2	Opt.	Cardboard Leg Splints
1	1	1	Adult Traction Splint (Sager, Hare, or Kendrick)
1	1	Opt.	Pediatric traction Splint (Kendrick Traction Device)
1	Opt.	Opt.	Pediatric Immobilizer

Key:

Opt. = Optional

N/A = Not applicable

* = See notes for special information

ALS UNIT MINIMUM EQUIPMENT INVENTORIES

CONTINUED

ALS TRANSPORTING UNIT	ALS NON-TRANSPORTING UNIT	ALS ASSESSMENT UNIT	MISCELLANEOUS
1	1	1	OB Kit
1	1	1	Penlight
2	NA	NA	Blankets
6	NA	NA	Sheets
1	NA	NA	Pillow
4	NA	NA	Pillow Cases
Opt.	NA	NA	Rain Cover
2	2	Opt.	Emergency/CHP Blankets
1	NA	NA	Bedpan
1	NA	NA	Urinal
2	NA	NA	Soft Restraint Sets
1	NA	NA	Hard Leather or Other Hard Padded Restraint Set
1	NA	NA	Med Net Radio
Opt.	Opt.	Opt.	Stuffed Animal
1	1	1	MCI Triage Kit Consisting of: <ul style="list-style-type: none"> • Triage Tags 25 ALL-RISK TX5420 • All appropriate triage tracking forms and documents
Opt.	Opt.	Opt.	Clipboard
1	1	1	Patient Care Protocols
5	3	2	PCR Forms
2	2	1	PCR Continuation Forms
5	3	1	Notice of Privacy Rights (HIPAA) Forms
1	1	1	Broselow Tape
1	1	1	Ring Cutter
1	N/A	N/A	Child Car Seat/Restraint System
1	Opt.	Opt.	Hand Cuff Key
1	1	Opt.	Padded Hemostats
Opt.	Opt.	Opt.	Automatic CPR Device (Lucas or AutoPulse)

Key:

Opt. = Optional

N/A = Not applicable

* = See notes for special information

017-111-P-E2011

CONTINGENT LEASE AGREEMENT
COUNTY OF EL DORADO

THIS CONTINGENT LEASE AGREEMENT (AGREEMENT) is entered into as of the day _____ of _____, 2011, between the County Of El Dorado, a political subdivision of the State of California, (LESSEE), and CALIFORNIA TAHOE EMERGENCY OPERATIONS AUTHORITY (hereinafter referred to as LESSOR or CONTRACTOR).

WHEREAS, LESSOR and LESSEE have entered into an agreement for ambulance services (CONTRACT), which is incorporated herein for all purposes, which contemplates that the parties would enter into a mutually agreed upon arrangement to facilitate LESSEE's "Step-in rights" as described in the CONTRACT; and

WHEREAS, in the event of a "step-in", LESSEE desires to lease certain ambulances and certain items of equipment (collectively known as EQUIPMENT) specified on Attachment A attached hereto and incorporated herein for all purposes, to LESSEE, and LESSEE desires to lease the EQUIPMENT from LESSOR upon the terms and contained in this Agreement and based on the CONTRACT; and

WHEREAS, there are no existing security interests or other encumbrances on the EQUIPMENT; and

WHEREAS, LESSOR and LESSEE agree that this Contingent Lease Agreement shall become effective and the LESSEE shall lease the EQUIPMENT only upon occurrence of the contingency provided in section 3 hereof in the event of exercise of step-in rights in accordance with the CONTRACT;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

- 1) Agreement to Lease: That all matters stated above are found to be true and correct and are hereby incorporated into the body of this AGREEMENT as if copied herein in their entirety. This AGREEMENT sets forth the terms and conditions upon which LESSOR agrees to lease to LESSEE, and LESSEE agrees to lease from LESSOR, the EQUIPMENT specified on Schedule "A".
- 2) Acceptance: LESSOR warrants that the EQUIPMENT complies in all respects with the terms and provisions of the CONTRACT. LESSEE hereby accepts the EQUIPMENT for lease upon and subject to the terms and conditions of this AGREEMENT "as is" and LESSEE hereby agrees to be fully and completely bound by each and all of the terms and conditions hereof.

Appendix F

- 3) LESSEE's Performance Rights and "Step-In Rights": This AGREEMENT shall be contingent and effective solely upon the determination by the El Dorado County Board of Supervisors that a Major Breach as defined in the CONTRACT has occurred and LESSEE's "step-in rights" or "performance rights" are activated in accordance with the CONTRACT. Once "step-in rights" are activated by LESSEE by notice to LESSOR that a majority vote of the El Dorado County Board of Supervisors has been made to effectuate an immediate "step-in" or takeover by LESSEE pursuant to and by the CONTRACT, then LESSEE shall have the option, at its sole discretion to take possession and control of the EQUIPMENT subject to the terms and conditions of this AGREEMENT.

- 4) Rent, Lease Term and Renewal: Upon LESSEE exercising its performance rights, LESSEE shall pay LESSOR or LESSOR's assignee or successor monthly rent for the EQUIPMENT in an amount equal to the fair market monthly rental value of the EQUIPMENT ("Rental Payment"), less any offset for amounts due from LESSOR to LESSEE under the CONTRACT. One such Rental Payment shall be due and payable during the term of this AGREEMENT on or before the first day of each calendar month succeeding the calendar month in which LESSEE exercises its performance rights; provided that in the event the term hereof shall end during a calendar month or a subsequent sublease shall be executed, the rent for any fractional calendar month preceding the end of the term of this AGREEMENT or the effective date of the subsequent sublease agreement, as applicable, shall be prorated by days. In addition, LESSEE shall pay rent for the fractional calendar month in which LESSEE exercises its performance rights prorated by days commencing with the day LESSEE takes possession and control of the EQUIPMENT. The term of this AGREEMENT ("Lease Term") shall commence on the exercise of LESSEE's performance rights hereunder and shall continue for the same period of time as the Contract, unless sooner terminated pursuant to the provisions hereof. The amount of the fair market monthly rental value ("FMMRV") of the EQUIPMENT shall be determined by agreement of the LESSOR and LESSEE. In the event that the LESSOR and LESSEE cannot agree upon the fair market monthly rental value of the EQUIPMENT within three (3) months of the date when the initial Rental Payment amount or any subsequent adjusted Rental Payment amount becomes due ("Agreement Date"), the fair market monthly rental value of the EQUIPMENT shall be determined by the following appraisal process. Within ten (10) days after the FMMRV Agreement Date, each party shall select an appraiser and shall submit in writing the name of the appraiser so selected to the other party. Within twenty (20) days after the FMMRV Agreement Date, the two (2) appraisers so selected by the parties shall select a third, and the three (3) appraisers shall determine the FMMRV of the EQUIPMENT and shall submit in writing their determination to both parties within thirty (30) days of the FMMRV Agreement date. The three (3) appraisers' determination of the FMMRV of the EQUIPMENT shall be binding upon both LESSOR and LESSEE when approved by the El Dorado County Board of Supervisors.

- 5) Payment of Rent: The Rental Payments and any other payments under this AGREEMENT shall be payable only from the current revenues of LESSEE or any other funding source LESSEE should choose and shall be made to LESSOR or to LESSOR's assignee or successor at LESSOR's address shown on the signature page hereof, or at such other address as LESSOR or LESSOR's assignee may designate, in immediately available funds in such coin or currency of the United States of America or other medium of exchange which at the time of payment shall be legal tender for the payment of public and private debts.

Appendix F

- 6) Non-appropriation of Funds: In the event funds are not budgeted and appropriated in any fiscal year of LESSEE for Rental Payments due under this AGREEMENT for the then current or succeeding fiscal year of LESSEE, this AGREEMENT shall impose no obligation on the LESSEE as to such current or succeeding fiscal year of LESSEE and this AGREEMENT shall become null and void. No right of action or damage shall accrue to the benefit of LESSOR, its successors or assignees, for any further payments. If the provisions of this are utilized by LESSEE, LESSEE agrees to promptly notify LESSOR or LESSOR's assignee within a reasonable amount of time that funds are not budgeted and appropriated, and to immediately and peaceably surrender possession of the EQUIPMENT to LESSOR or LESSOR's assignee or the appropriate entity. In all events, LESSEE shall pay Rental payments for each month the EQUIPMENT is utilized by the LESSEE or an agent of the LESSEE.

- 7) Purchase Option: In the event LESSEE has exercised its performance rights upon thirty (30) days prior written notice from LESSEE to LESSOR ("Purchase Option Notice"), and provided there is no Event of Default (as defined herein) or Incipient Default (as defined herein) then existing LESSEE shall have the right to purchase the EQUIPMENT by paying to LESSOR, on such date, the Rental Payment then due together with an amount equal to the then Fair Market Value ("Concluding Payment") of the EQUIPMENT, Fair Market Value of the EQUIPMENT shall be determined by agreement of the LESSOR and LESSEE. In the Purchase Option notice from the LESSEE to the LESSOR, the LESSEE shall indicate what LESSEE believes the Concluding Payment amount should be within ten (10) days after receipt of the LESSEE's Purchase Option notice. LESSOR shall notify LESSEE in writing if LESSOR disagrees with the LESSEE's Concluding Payment amount as specified in the LESSEE's Purchase Option notice ("LESSOR's Response Notice"). In the event LESSOR fails to deliver LESSEE's Response Notice within ten (10) days after LESSOR's receipt of the LESSEE's Purchase Option notice, LESSOR shall be obligated to sell the EQUIPMENT to LESSEE for the Rental Payment then due together with the Concluding Payment amount set forth in LESSEE's Purchase option notice. In the event LESSOR delivers the LESSOR's Response Notice in a timely fashion, then within ten (10) days after LESSEE's receipt of LESSOR's Response Notice, each party shall select an appraiser and submit in writing the name of the appraiser so selected to the other party. within twenty (20) days after LESSEE's receipt of LESSOR's Response Notice, the two (2) appraisers so selected by the parties shall select a third appraiser, and the three (3) appraisers shall determine the fair market value of the EQUIPMENT and shall submit in writing, their determination to both LESSOR and LESSEE. Such determination by the three (3) appraisers of the fair market value of the EQUIPMENT shall be the Concluding Payment amount and shall be binding upon LESSOR and LESSEE. Upon satisfaction by LESSEE of such purchase conditions, LESSOR will transfer any and all of its right, title and interest in the EQUIPMENT to LESSEE as is without warranty express or implied, except that LESSOR shall warrant the EQUIPMENT is free and clear of any liens created by LESSOR. Documentation verifying that any EQUIPMENT is free and clear of any liens created by LESSOR will be provided to LESSEE promptly.

- 8) Statement of Lease: This AGREEMENT shall constitute a lease of personal property, and LESSEE agrees to take all action necessary or reasonably requested by LESSOR or LESSOR's assignee to ensure that the EQUIPMENT shall be and remain personal property, and nothing herein shall be construed as conveying to LESSEE any interest in the EQUIPMENT if the other than its interest as a LESSEE. LESSEE shall, at its expense, protect and defend the interests of LESSOR or LESSOR's assignee in the EQUIPMENT against all third party claims as a result of LESSEE's negligent act, keep the EQUIPMENT free and clear of any mortgage, security interest, pledge, lien, charge, claim or other

Appendix F

encumbrance (collectively, "Lien"), except any Lien arising solely through acts of LESSOR or LESSEE's assignee ("LESSOR's Lien"); give LESSOR or LESSEE's assignee immediate notice of the existence of any such Lien; and defend LESSOR or LESSOR's assignee against any claim, liability, loss damage or expense arising in connection with any of the foregoing.

- 9) Use: The EQUIPMENT set out in Attachment "A" which is incorporated herein for all purposes may be subleased to a sublessee for use and operation pursuant to the CONTRACT. The EQUIPMENT will be used for providing ambulance services to the LESSEE and operated by LESSEE and any sublessee in the ordinary conduct of their business by qualified employees and agents of LESSEE and of any sublessee and in accordance with all applicable manufacturer and vendor instructions as well as with all applicable legal and regulatory requirements. LESSEE shall not change, or permit any sublessee to change, the location of any of the EQUIPMENT from El Dorado County CSA No. 3 without obtaining LESSOR's or LESSOR's assignee's prior written consent.

- 10) Maintenance and Alterations: LESSEE and any sublessee shall, at its expense, repair and maintain the EQUIPMENT so that it will remain in the same condition as when delivered to LESSEE, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. LESSEE shall enter into and keep in effect during the Lease Term those maintenance agreements with respect to the EQUIPMENT required by this AGREEMENT or hereafter required by LESSOR or LESSOR's assignee. LESSEE shall, at its expense, make such alterations ("Required Alterations") to the EQUIPMENT during the Lease Term as may be required by applicable legal and regulatory requirements. In addition, LESSEE may at its expense, without LESSOR's consent, so long as no Event of Default or event which with the passage of time or giving of notice or both, would constitute an Event of Default ("Incipient Default"), has occurred and is continuing, make alterations ("Permitted Alterations") to any of the EQUIPMENT which do not impair the commercial value or originally intended function or use of such EQUIPMENT and which are readily removable without causing damage to such EQUIPMENT. All Required Alterations and Permitted Alterations, if any, shall be made only if permitted by applicable laws and only if made in conformance with applicable laws. Any Permitted Alterations not removed by LESSEE prior to the return of such EQUIPMENT to LESSOR or LESSOR's assignee, and all Required Alterations, shall immediately without further action become the property of LESSOR or LESSOR's assignee and part of such EQUIPMENT for all purposes of this AGREEMENT. Other than as provided in this Section hereof, LESSEE may make no alterations to any of the EQUIPMENT. Any prohibited alterations to any of the EQUIPMENT shall, at LESSOR or LESSOR's assignee's election, immediately become the property of LESSOR or LESSOR's assignee without further action and without LESSOR or LESSOR's assignee thereby waiving any Incipient Default (as defined herein) or Event of Default (as defined herein) .

- 11) Return: Unless LESSEE elects to exercise its purchase option as provided in this Contingent Lease Agreement hereof, at the expiration or earlier termination of the Lease Term, LESSEE shall, at its expense, return such EQUIPMENT to LESSOR or LESSOR's assignee at LESSOR's address unless otherwise agreed in writing by LESSEE and LESSOR.

Appendix F

- 12) Identification: LESSOR shall, at its expense, place and maintain permanent markings on the EQUIPMENT evidencing ownership, security and other interests therein, as specified from time to time by LESSOR or LESSOR's assignee. LESSEE shall not place or permit to be placed any other markings on any EQUIPMENT which might indicate any ownership or security interest in such EQUIPMENT. Any markings on any EQUIPMENT not made at LESSOR's or LESSOR's assignee's request shall be removed by LESSEE, at its expense, prior to the return of such EQUIPMENT to LESSOR or LESSOR's assignee in accordance with Section 11 of this Contingent Lease Agreement entitled "Return" hereof.
- 13) Inspection: Upon reasonable prior notice, LESSEE shall make the EQUIPMENT and all related records available to LESSOR or LESSOR's assignee or the agents of LESSOR or LESSOR's assignee for inspection during regular business hours at the location of such EQUIPMENT. LESSEE acknowledges that at the time of "step-in", if any, LESSEE or its agents will fully inspect the EQUIPMENT and verify that the EQUIPMENT is in good condition and repair and that the LESSEE will accept the EQUIPMENT as is in accordance with this Contingent Lease Agreement at the paragraph entitled "Acceptance".
- 14) LESSEE Sublease or Assignment: LESSEE and LESSOR agree that LESSEE has the right to sublease the EQUIPMENT pursuant to a sublease agreement as LESSEE's sole discretion may hereafter determine. LESSEE shall further have the right, in the event of termination of any sublease agreement, or termination of a subsequent sublease agreement, to sublease the EQUIPMENT under the terms and conditions as LESSEE shall determine to another sublessee. If LESSOR has failed to perform under the terms of this Contingent Lease Agreement or the Contract then LESSOR's approval of a sublessee shall not be required. If LESSEE elects not to exercise its performance rights, or fails to budget and appropriate funds as provided in the paragraph of this Contingent Lease Agreement entitled "Non-Appropriation of Funds" hereof, this Contingent Lease Agreement shall terminate automatically in accordance with Section 6 hereof entitled "Non-appropriation of Funds".
- 15) LESSOR Assignment: LESSOR or LESSOR's assignee may from time to time, after prior written approval of LESSEE, which approval shall not be unreasonably withheld or delayed, assign or otherwise transfer (collectively "Transfer"), in whole or in part, this AGREEMENT, or any of its interests, rights or obligations with respect thereto, including without limitation any Rental Payment and any other sums due or to become due under this Agreement, to one or more persons or entities (hereinafter referred to as "Assignee"). Each Assignee shall have, to the extent provided in any Transfer document, all of LESSOR's rights, powers, privileges and remedies provided at law, equity or in this AGREEMENT.
- 16) Liens: LESSEE shall not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to any EQUIPMENT LESSOR's or an Assignee's title to any such EQUIPMENT, or other interest or right of LESSOR or an Assignee with respect thereto, except LESSOR's Liens. LESSEE, at its expense, shall promptly pay, satisfy and take such other actions as may be necessary or reasonably requested by LESSOR or an Assignee to keep the EQUIPMENT free and clear of, and to duly and promptly discharge, any such Lien, except for any liens caused by LESSOR.
- 17) Risk of Loss: LESSEE shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the EQUIPMENT, however caused or occasioned, except where caused by the negligence of LESSOR, which shall occur prior to the return of such EQUIPMENT in accordance with paragraph 11 in Contingent Lease Agreement

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entitled "Return". In addition, LESSEE hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the EQUIPMENT, except where caused by the negligence of LESSOR, including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such EQUIPMENT, howsoever arising, in connection with any event occurring prior to such EQUIPMENT's return in accordance with paragraph 11 in Contingent Lease Agreement entitled "Return". In no event shall LESSEE's liability with respect to the EQUIPMENT exceed the fair market value of the EQUIPMENT, taking into account the age and condition of the EQUIPMENT at the time of the loss, damage, the taking, destruction, confiscation or requisition.

- 18) Casualty: If any of the EQUIPMENT shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), LESSEE shall promptly notify LESSOR of the occurrence of such Event of Loss.
- 19) Insurance: LESSEE or any sublessee hereunder shall, at its expense, cause to be carried and maintained for all of the EQUIPMENT, commencing at the time any risk shall pass to LESSEE as to such EQUIPMENT and continuing until the return of such EQUIPMENT in accordance with the paragraph 11 in Contingent Lease Agreement entitled "Return", insurance against such risks, under LESSEE's self-insurance program or, at LESSEE's sole option, some other program mutually agreed to by LESSOR and LESSEE. If any insurance proceeds are received with respect to an occurrence which does not constitute an Event of Loss, such proceeds shall be applied to payment for repairs. If any insurance proceeds are received by LESSEE or any sublessee or an Assignee with respect to an occurrence which constitutes an Event of Loss, such proceeds shall be applied first toward replacement EQUIPMENT or applied toward repair of EQUIPMENT to a serviceable condition, and then toward the Rental Payments due. Within ten (10) days of LESSEE taking possession and control of the EQUIPMENT, and, if an insurance policy is issued, on a date not less than thirty (30) days prior to each insurance policy expiration date, LESSEE shall deliver to LESSOR certificates of insurance or proof of self insurance or other evidence satisfactory to LESSOR showing that such insurance coverage is and will remain in effect in accordance with LESSEE's obligations under this Section, LESSOR shall be under no duty to ascertain the existence of any insurance coverage or to examine any certificate of insurance or other evidence of insurance coverage or to advise LESSEE in the event the insurance coverage does not comply with the requirements hereof. LESSEE shall give LESSOR prompt notice of any damage, loss or other occurrence required to be insured against with respect to any EQUIPMENT.
- 20) Taxes and Fees: Except to the extent exempted by law, LESSEE hereby assumes liability for, and shall pay when due all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the EQUIPMENT, or the use thereof except any taxes on or measured by LESSOR's income or the value of any of LESSOR's interest in this Agreement or the EQUIPMENT.
- 21) Limited Warranty: LESSOR warrants to LESSEE that, so long as no Incipient Default or Event of Default has occurred and is continuing, LESSOR will not interfere with LESSEE's use and possession of the EQUIPMENT. LESSOR, not being the manufacturer or vendor of the equipment, makes no other representation or warranty, express or implied, as to the

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suitability or fitness for any particular purpose the quality of the material or workmanship of the equipment.

- 22) Events of Default: Time is of the essence in the performance of all obligations of LESSEE. An "Event of Default" shall occur if (a) LESSEE fails to make any Rental Payment for which funds have been appropriated and budgeted by LESSEE as it becomes due in accordance with the terms of this agreement and any such failure continues for a period of ten (10) days after written notice to LESSEE from LESSOR, or (b) LESSEE violates any covenant, term, or provision of this Agreement, and such violation shall continue unremitted for a period of ten (10) days after written notice to LESSEE from LESSOR. Failure of LESSEE to budget and appropriate funds in any fiscal year of LESSEE for Rental Payments due under this Agreement shall not constitute an Event of Default.
- 23) Remedies: If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, LESSOR or LESSOR's assignee at its option, may:
- A) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by LESSEE of the applicable covenants of this AGREEMENT or to recover damages for the breach thereof, or
 - B) by notice to LESSEE terminate this AGREEMENT, whereupon all rights of LESSEE to the possession and use of the EQUIPMENT shall absolutely cease and terminate as though this AGREEMENT as to such EQUIPMENT had never been entered into; provided, however, LESSEE shall nevertheless remain fully and completely liable under this AGREEMENT only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon LESSOR or LESSOR's assignee may without notice, by its agents, enter upon the premises of LESSEE where any of the EQUIPMENT may be located and take possession of all or any of such EQUIPMENT and from that point hold, possess, operate, sell, lease and enjoy such EQUIPMENT free from any right of LESSEE, its successors and assigns, to use such EQUIPMENT for any purposes whatsoever.
- The remedies of LESSOR referred to in this Section shall be deemed exclusive.
- 24) Information: LESSEE agrees to furnish LESSOR or an Assignee such information concerning the EQUIPMENT as LESSOR or an Assignee may reasonably request.
- 25) Late Charges: Any nonpayment of Rental Payment or other amounts payable under this Agreement shall result in LESSEE's obligation to promptly pay LESSOR or LESSOR's assignee as additional rent on such overdue payment, for the period of time during which it is overdue, interest at the highest lawful rate authorized to be paid by municipalities of the State of California.
- 26) LESSOR's Right to Perform for LESSEE: If LESSEE fails to duly and promptly pay (except pursuant to the paragraph in this Contingent Lease Agreement entitled "Non-Appropriation of Funds"), perform or comply with any of its obligations, covenants or agreements under this Agreement, LESSOR or an Assignee may itself pay, perform or comply with any of such obligations, covenants or agreements for the account of LESSEE, in such event, any amount paid or expense incurred by LESSOR or an Assignee in connection therewith shall on demand, together with interest as provided in the paragraph in this Contingent Lease Agreement entitled "Late Charges", be paid to LESSOR or an Assignee.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first written above.

LESSOR / CONTRACTOR

Date: _____
Bob Bettencourt, Chairman
California Tahoe Emergency Services Operations Authority
Board of Director

Attest:

By: _____ Date: _____
Corporate Secretary

LESSEE

Date: _____
Raymond J. Nutting, Chair
Board of Supervisors
County of El Dorado

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

By: _____ Date: _____
Deputy

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ATTACHMENT A
LEASE EQUIPMENT

**SAMPLE
TRANSPORTING AND NON-TRANSPORTING
ADVANCED LIFE SUPPORT SERVICES
AGREEMENT
BETWEEN CAL TAHOE AND MEMBER AGENCY**

THIS AGREEMENT made and entered into by and between the California Tahoe Emergency Services Operations Authority (hereinafter referred to as "CAL TAHOE"), and _____, (hereinafter referred to as "Member Agency"), whose principal place of business is _____.

R E C I T A L S

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

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

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

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

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

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

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

CAL TAHOE and Member Agency mutually agree as follows:

SECTION I - DEFINITIONS

The following terms and definitions apply to this Agreement:

1. Advanced Life Support (ALS) means special services designed to provide definitive prehospital emergency medical care, including, but not limited to cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital or as otherwise defined by the Federal Health Care Finance Administration.
2. ALS Service Agency A public agency, private corporation, or other business entity which has 1) met all criteria for approval and has been approved by the EMS Agency in accordance with Title 22 California Code of Regulations (CCR) Division 9, Chapter 4, Section 100167 to provide ALS services to a designated geographic area with a designated number of DMT-P units and 2) employees certified EMT-1, certified EMT-2 or licensed paramedic personnel for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport, or during interfacility transfer (Reference Title 22 CCR Section 100401). This definition shall include all authorized air ambulances servicing the County of El Dorado.
3. 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.

4. Arrival at the Scene means the time that an emergency response vehicle comes to a physical stop at an emergency scene (wheels stopped).
5. Base Hospital An acute care hospital responsible for providing on-line (active communication via radio, telephone or other electronic telephonic communication device) and off-line (discussion at Continuous Quality Improvement or peer review meetings) medical direction/control to COUNTY accredited EMT-Ps, pursuant to a written agreement with the COUNTY in accordance with Title 22 CCR Division 9, Chapter 4, Section 100168.
6. County means 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 El Dorado County.
7. Critical Care Transport (CCT) means a transport during which a patient requires a level of medical care and/or observation that exceeds the standard scope of practice for County accredited paramedics. Such services may be rendered by specially trained and authorized paramedics, or registered nurses, physicians, respiratory therapists, perfusionists, physician's assistants, nurse practitioners or nurse midwives as determined by the physician responsible for the patient and the County EMS Agency Medical Director.
8. 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.
9. 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.
10. Emergency Medical Service and Medical Transportation Ordinance means an ordinance adopted by the El Dorado County Board of Supervisors that sets the standards and/or definitions for emergency medical services and medical transport; personnel and training requirements; equipment and supply requirements; response times; communication requirements; and medical transportation service requirements. It empowers the El Dorado County Emergency Medical Services Agency through the County Health Services Department to issue permits to litter van and wheelchair van transport services, and enter into contracts with ambulance entities; monitor performance; enforce standards, if necessary; and act in an impartial manner as an arbitrator in matters of citizen complaints.

11. Emergency Medical Services (EMS) means the medical services provided in an emergency.
12. Emergency Medical Services Agency (EMS Agency) means the administrative agency designated through the Health Services Department by the El Dorado County Board of Supervisors pursuant to Health and Safety Code, Section 1797.200.
13. 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.
14. Emergency Medical Technician or EMT means an individual trained in all facets of basic life support (as defined in Health and Safety Code Section 1797.80) according to standards prescribed in the California Code of Regulations, Title 22, Chapter 2, and who has a valid State of California certificate.
15. Emergency Medical Technician-Paramedic or EMT-P means an individual who is educated and trained in all elements of prehospital Advanced Life Support; whose scope of practice is to provide Advanced Life Support in accordance with the standards prescribed in the California Code of Regulations, Title 22, Chapter 4; and who has a valid State paramedic license. Paramedics working in El Dorado must additionally be accredited according to standards established by the County EMS Agency Medical Director.
16. Medical Director means the medical director of the County EMS Agency.
17. 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.
18. Physician means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.
19. Prehospital Care Report (PCR) means the form approved by the County EMS Agency for the purpose of documenting all patient care provided in El Dorado County and shall also include all required billing information.
20. Primary Response Area means a geographical area designated by the County as an emergency medical services zone.
21. 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.)

22. 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).
23. Special Event means an event where spectators and/or participants in the event have a potential for illness or injury, or any situation where a previously announced event results in a gathering of persons in one general locale, sufficient in numbers, or engaged in an activity, that creates a need to have one or more EMS resources at the site as defined by EMS Agency Policy issued by the EMS Agency Medical Director.
24. 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.
25. Unit Hour means a fully staffed, equipped, and available ambulance available for or involved in emergency medical response for one hour. For example, if a system operates one unit for 24 hours and transports 12 patients in that period, its unit hour utilization ratio would be 0.50.

SECTION II - SCOPE OF SERVICES

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

1. Member Agency shall provide prehospital Advanced Life Support service response on a continuous twenty-four (24) hour per day basis, unless otherwise specified by the County EMS Agency, in which case there shall be adequate justification for the exemption, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.
2. Member Agency shall at all times meet the requirements set forth by the California Highway Patrol; the California Vehicle Code; the State of California Health and Safety Code; the State of California Emergency Medical Services Authority, the California Code of Regulations, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance, the El Dorado County EMS Agency Policies, Procedures and Field Treatment Protocols, and any other applicable statute, ordinance, and resolution regulating Advanced Life Support services provided under this Agreement, including but not by way of limitation, personnel, vehicles,

equipment, services, and supplies which are the subject of this Agreement. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

3. This Agreement is for prehospital Advanced Life Support services provided in the primary response area of El Dorado County known as County Service Area No. 3 South Shore Area, and a part of Alpine County, except for the "Tahoe West Shore" in El Dorado County. Member Agency shall be responsible for providing prehospital Advanced Life Support services for all emergency requests for ALS service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.
4. Member Agency shall ensure that personnel shall be familiar with local geography throughout the primary response area.

Article I - Standards of Service for Prehospital ALS

1. Member Agency shall respond to requests for emergency medical services from the designated dispatch center.
2. Member Agency shall not cause or allow its ALS units to respond to a location without receiving a specific request from the designated Dispatch Center for such service at that location.
3. Member Agency shall immediately respond to requests for emergency medical service to the address or place given and shall complete that run, unless diverted by the designated Dispatch Center.

Member Agency shall promptly respond an ALS unit to the emergency call and shall complete that run, unless diverted by the designated Dispatch Center pursuant to CAL TAHOE's System Status Management Plan.

4. In the case of scheduled ambulance service, Member Agency shall schedule a time to respond that is acceptable for non-emergency calls, and shall complete that run, unless diverted by the designated Dispatch Center pursuant to CAL TAHOE's System Status Management Plan.
5. In the case of ambulance service, ambulances shall notify the designated dispatch center when enroute, upon arrival at scene, upon arrival at patient, upon departure from scene, upon arrival at hospital, and upon departure from hospital. Ambulances shall notify the designated dispatch center when they are committed to a call, out of service, or when any other status change occurs.

In the case of ALS first responder, the first responder shall notify the designated dispatch center when enroute, upon arrival at scene, upon arrival at patient, upon departure from scene, and shall notify the designated dispatch center when they are committed to a call, out of service, or when any other status change occurs.

6. In the case of ambulance service, ambulances shall notify the base hospital and give a report on patient status, treatment given, and estimated time of arrival. Member Agency shall ensure that prehospital personnel shall communicate current and ongoing patient assessments to the Base Hospital, and collaborate with Base Hospital in the provision of care, and follow physician or MICN direction as instructed.
7. In the event that Member Agency is unable to respond to a request for emergency medical service, the Member Agency shall immediately notify the designated Dispatch Center. When all vehicles in service are committed, mutual aid request provisions shall be followed.
8. Member Agency shall not advertise itself or the responding unit 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.
9. In the case of emergency ambulance responses, Member Agency shall meet the maximum response times as established in the Prehospital Advanced Life Support and Dispatch Services Contract between El Dorado County and CAL TAHOE.
10. Member Agency shall implement said ALS emergency medical services as a part of CAL TAHOE's response system within the Primary Response Area, and adhere to a System Status Management Plan developed by CAL TAHOE at all times during the term of this Agreement.

Article II - System Designations

1. The designated Base Hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798.000 through and including Section 1798.104. The designated Base Hospital for CSA No. 3 (CSA #3) South Shore Area is Barton Memorial Hospital.
2. The designated Dispatch Center for CSA No. 3 is the City of South Lake Tahoe Dispatch Center. CAL TAHOE shall respond to requests for prehospital Advanced Life Support services from the designated Dispatch Center.

Article III – Personnel Requirements

1. Member Agency shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Member Agency shall ensure that EMT personnel are certified in El Dorado County. Personnel whose certification/accreditation has lapsed shall not be allowed to provide prehospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation. Member Agency shall ensure compliance with all EMT and EMT-P regulations from the State of California Health and Safety Code, Division 2.5, and Title 22, Division 9, and ensure that the County EMS Agency Policies, Procedures and Field Treatment Protocols are followed. For each new employee,

Member Agency shall provide a copy of such records of certification and/or accreditation to CAL TAHOE.

2. Member Agency shall ensure that all personnel will 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.
3. In the case of ambulance service, Member Agency shall maintain a minimum staffing level of not less than one (1) EMT and one (1) Paramedic.
4. In the case of Critical Care Transport (CCT) Ambulance, each CCT ambulance shall be staffed with a minimum of one EMT and one registered nurse qualified at the appropriate level or a physician to provide critical care during transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.

In the case of First Responder ALS, Member Agency shall maintain a minimum staffing level of not less than one (1) CAL TAHOE Paramedic.

5. Member Agency shall ensure that the medical certification and/or accreditation level of all personnel be clearly displayed. Said identification shall be worn as deemed operationally necessary.
6. In the case of ambulance service, Member Agency shall ensure that a crew or individual is not being constantly overworked. Overwork is defined as: working an individual in excess of any consecutive hours which may impair patient care, and not allowing an individual at least twelve (12) hours off, immediately following three (3) 24-hour periods worked. Any exceptions due to extenuating circumstances will be reported in writing within 72 hours to CAL TAHOE who may be required to revise its System Status Management Plan, deployment plan, crew hours or additional hours.
7. In the case of ambulance service, 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 CAL TAHOE's System Status Management Plan any time the ratio of transports to unit-hour production exceeds 0.40 UHU.
8. Member Agency shall maintain good working relationships with fire agencies; law enforcement; base hospitals; County EMS Agency; and City and County staff. The conduct of personnel must be professional and courteous at all times.
9. Member Agency shall provide safe and sanitary living quarters for on-duty personnel.

Article IV - Equal Opportunity Employer

Member Agency shall be an equal opportunity employer and shall be committed to an active Equal Employment Opportunity Program (EEOP). It shall be the stated policy of Member Agency that all employees and applicants shall receive equal consideration and

treatment in employment without regard to race, color, religion, ancestry, national origin, age (over 40), sex, marital status, medical condition, or physical handicap.

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

Article V – Training Requirements

1. Member Agency shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. Member Agency shall provide to the County EMS Agency specific records upon request.
2. Member Agency shall agree to participate in EMS system components that include paramedic, nurse and trainee field observations including ride-alongs, disaster drills, and continuing education programs, even if such persons are employed by provider.
3. Member Agency shall provide qualified paramedic personnel to be Field Training Officers (FTO's) to instruct and accredit paramedics who are new to the system or who are in an approved paramedic internship program. FTO's shall provide orientation to El Dorado County EMS Policies, Procedures, Protocols, Trauma Plan, EMS Plan, EMS radio communication and Base Station and receiving hospitals. FTO's shall provide training in any optional scope of practice procedure currently in effect in El Dorado County. CAL TAHOE shall ensure that FTO's shall be allowed to attend meetings and/or training pertinent to the El Dorado County EMS system. The County EMS Agency Medical Director shall approve all El Dorado County FTO's.

Article VI – Community Education

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

Article VII – Quality Improvement/Quality Assurance

1. Member Agency shall have and maintain a comprehensive internal medical and operational quality assurance program. This program shall, at a minimum, monitor and evaluate the prehospital Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by CAL TAHOE.
2. Member Agency shall participate in assigned CAL TAHOE quality improvement/quality assurance activities, and shall appoint appropriate personnel to serve on prehospital and disaster committees, as needed. These committees and/or activities shall include, but are not limited to, Continuous Quality Improvement

Committee (CQIC), Medical Advisory Committee (MAC), peer review, post incident critiques, and other related activities and committees.

3. Member Agency shall cooperate fully in supplying all requested documentation to CAL TAHOE, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the COUNTY.
4. Member Agency shall allow inspections, site visits or ride-alongs at any time by CAL TAHOE and County EMS Agency staff, with or without notice, for purposes of CAL TAHOE contract compliance and medical quality assurance.

Article VIII – Mutual Aid Requests

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

Article IX – Disaster/Multicasualty Incident Requirements

1. Member Agency shall cooperate with CAL TAHOE in establishing disaster and multicasualty incident plans, policies and procedures; and assist in planning and participate in interagency disaster/multicasualty incident training exercises annually.
2. During declared disasters or large-scale multicasualty incidents, Member Agency shall be exempt from all responsibilities for response-time performance until notified by CAL TAHOE. When the Member Agency is notified that disaster assistance is no longer required, the Member Agency shall return all its resources to the primary area of responsibility, and shall resume all operations in a timely manner.
3. During the course of a disaster or large-scale multicasualty incident, Member Agency shall use best efforts to provide Priority 1, Priority 2, and Priority 3 service coverage to the assigned Primary Response Area while suspending Priority 4, 5, and 6 service upon notification of such by CAL TAHOE.

Article X – Drugs and Medical Supplies

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

Article XI - ALS Medical Equipment

1. Standards for medical equipment shall be in compliance with the County EMS Agency Policy and Procedure Manual promulgated by the County EMS Agency as required for the level of service being provided. The County EMS Agency provides electronic access to the Policy and Procedure Manual and Manual updates on an ongoing basis. Member Agency shall be charged with knowledge of that Policy. The policy shall be updated from time to time as determined necessary by the County EMS Agency.
2. Compliance with these medical equipment requirements is not mandated for inactive “reserve” units. Vehicles, equipment and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.
3. 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. Upon inspection by the COUNTY, any Advanced Life Support vehicles other than ambulance failing to meet these medical emergency requirements shall immediately discontinue providing advanced life support services until all deficiencies are corrected. At the time when a reserve ambulance unit is used to provide the services required by this Agreement, the unit shall comply with all Equipment Requirements as specified in this Agreement.

Article XII – Communications Equipment

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

SECTION III - DATA COLLECTION AND REPORTING REQUIREMENTS

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

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

Article I – Patient Care Report

1. Member Agency personnel shall utilize the El Dorado County “Prehospital Care Report” (PCR) for all emergency and non-emergency responses including non-transports.
2. The Prehospital Care Report and billing paperwork shall be submitted to COUNTY according to the time frames established in writing by Ambulance Billing as required by El Dorado County EMS Policy: *“Documentation - Medic Unit Prehospital Care Report Form”*.
3. In the case of ALS first responder where the first responder maintains patient care and rides in the ambulance, one of the following documentation options shall be utilized: a) a PCR may be filled out by the first responder paramedic and be utilized as the only PCR for that patient; or, b) the first responder paramedic completes a first responder PCR, and the ambulance paramedic completes a separate PCR.
4. In the case of ALS first responder, at the time of transfer of patient care to the transporting paramedic, the first responder shall relay all pertinent information including, but not limited to: patient history, mechanism of injury, medications normally taken, allergies, assessment finding, and treatments already performed.
5. In the case of ALS first responder where the first responder report is not completed prior to the ambulance leaving the scene; the first responder shall complete this report within 24 hours and follow the distribution instructions as defined in the El Dorado County EMS documentation policy. If any portion of the incomplete PCR is passed on to the transporting unit, it shall not be considered an official document.
6. Member Agency 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, Member Agency shall remain responsible to obtain the required information and submit it to COUNTY. Member Agency personnel shall adhere to the requirements of the El Dorado County EMS Policy: *“Documentation - Medic Unit Prehospital Care Report Form”*.
7. Ambulance Billing shall notify the Member Agency management of failure to adequately complete a PCR. Repeated failures to adequately complete the PCR shall be reported to the JPA, and the JPA shall take the necessary action to correct the omission/error situation. Ambulance Billing personnel shall provide reports no less than monthly to the JPA to help identify personnel in need of additional training.
8. Upon receipt of notification from Ambulance Billing of missing or incomplete items of billing or patient care information, the JPA shall have five calendar days in which to furnish the required information to Ambulance Billing. This reporting timeline may be

adjusted by the County EMS Agency Administrator according to the sensitivity and urgency of required information.

Article II - Incident Report

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

1. Mutual Aid Received or Provided

Member Agency shall document each occurrence of Mutual Aid emergency medical response into the Primary Response Area by an out-of-area ambulance service entity, or Mutual Aid rendered to another agency outside the Primary Response Area on an EMS Event Analysis Form. Such report shall detail the time of incident dispatch, time that mutual aid was requested, location of incident, and the reason Mutual Aid was required.

2. Unusual Activities

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

3. Vehicle Failure and Accident Reporting

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

Article III - Ambulance Response Time Report

1. Member Agency shall submit a monthly report to CAL TAHOE on all emergency medical response times. Such report shall include data identifying the Incident Number, Date, Unit Number, Response Mode (Priority 1, 2 & 3), and the following times: Time of Dispatch, Arrival at Scene, Depart Scene, and Arrival at Hospital. Emergency medical response time data shall be provided as a computerized report in a tab-delineated format.

2. For each response within the previous calendar month that exceeds the Response Time Standard for the area of dispatch location (Urban, Semi-Rural/Rural, or Wilderness) Member Agency shall submit a Response Time Exception Report to CAL TAHOE. 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 CAL TAHOE for the previous calendar month of service on a monthly basis.

SECTION IV – CONTRACT REQUIREMENTS

Article I - Operational Policies

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

Article II – Billing for Services

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

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

Article III - Term

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

Article IV - Compensation for Services

(TO BE DETERMINED BY CAL TAHOE)

Article V – Changes to Agreement

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

This Agreement is subject to termination by mutual agreement, initiated by either party, for any reason during the term of the Agreement. Termination of this Agreement may be initiated by providing written notice to the other party of intent to cancel at least 30 days prior to termination date.

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

Article VI – Assignment and Delegation

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

Article VII - Independent Provider Liability

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

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

Article VIII - Nondiscrimination in Services, Benefits, and Facilities

- A. Member Agency certifies under the laws of the State of California that Member Agency shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR,

Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.

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

Article IX – Notice to Parties

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

CAL TAHOE

Member Agency

Attn: _____

Attn: _____

Article X - Indemnity

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

Article XI - Insurance

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

1. Full Worker's Compensation and Employers' Liability Insurance covering all employees of the Member Agency as required by law in the State of California.
2. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Automobile Liability Insurance of not less than \$5,000,000 is required on owned, hired, leased and non-owned vehicles used in connection with the Member Agency's business.
4. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$5,000,000 per occurrence.
5. Member Agency shall furnish a certificate of insurance satisfactory to the County Risk Management Division as evidence that the insurance required above is being maintained.
6. 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.
7. Member Agency agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Member Agency 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 Agreement, 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 Member Agency agrees that no work or services shall be performed prior to the giving of such approval. In the event Member Agency fails to keep in effect at all times insurance coverage as herein provided, CAL TAHOE may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
8. The certificate of insurance must include the following provisions stating that:
 - A. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to CAL TAHOE, and;
 - B. CAL TAHOE and El Dorado County, their officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to

all liability policies except worker's compensation and professional liability insurance policies.

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

Article XII - Interest of Public Official

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

Article XIII - Interest of Provider

Member Agency covenants that Member Agency presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other agreement or contract connected with or directly affected by the services to be

performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Member Agency further covenants that in the performance of this Agreement no person having any such interest shall be employed by Member Agency.

Article XIV - Venue

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

Article XV - California Residency (Form 590)

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

Article XVI – Taxpayer Identification / Form W9

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

Article XVII - Administrator

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

Article XVIII - Authorized Signatures

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

Article XIX - Partial Invalidity

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

Article XX - Entire Agreement

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

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

_____ Date _____
CAL TAHOE

_____ Date _____
Service Member Agency

Appendix H to Agreement 017-111-P-E2011 HIPAA Business Associate Agreement

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.