

AGREEMENT FOR SERVICES #001-S1711
AMENDMENT I

This Amendment I to that Agreement for Services #001-S1711, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the North Tahoe Fire Protection District (hereinafter referred to as "CONTRACTOR"), whose principal place of business is 222 Fairway Drive, Tahoe City, California, 96145, (mailing: Post Office Box 5879, Tahoe City, CA 96145).

RECITALS

WHEREAS, CONTRACTOR has been engaged by COUNTY to provide prehospital Advanced Life Support services and dispatch services under a public utility model to the residents of the County of El Dorado, and COUNTY desires to ensure that when persons in the County of El Dorado request, or have dispatched, prehospital Advanced Life Support service be it for an emergency, at a special event, or for routine medical transportation, they will receive a consistent level of service that meets or exceeds the minimum acceptable standards as established by the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; the California Emergency Medical Services Authority; the County of El Dorado Emergency Medical Service and Medical Transportation Ordinance; and the medical control within the County of El Dorado, in accordance with Agreement for Services #001-S1711, dated August 16, 2016, incorporated herein and made by reference a part hereof; and

WHEREAS, CONTRACTOR desires to locate an Advanced Life Support Services (ALS) level fire engine in the area of Meeks Bay to enhance services in that area; and

WHEREAS, the COUNTY'S Emergency Medical Service and Medical Transportation Ordinance requires any entity that desires to provide ALS services in the County to do so pursuant to a contract with the COUNTY; and

WHEREAS, in order to facilitate CONTRACTOR's desire to locate an ALS engine at Meeks Bay the parties have mutually agreed to amend the following Sections of Agreement for Services #001-S1711: Section I – Definitions; Section V – Standards of Service for Prehospital ALS Services, Article V – Emergency Medical Service Requirements; and Section V – Standards of Service for Prehospital ALS Services, Article VI – Personnel Requirements; and

WHEREAS, the parties hereto acknowledge and agree that the cost of staffing, equipping, supplying and locating an ALS fire engine at Meeks Bay is the sole responsibility of CONTRACTOR; and

WHEREAS, the parties hereto acknowledge and agree that the addition of an ALS level fire engine will not impact billing for ambulance services. Billing for ALS services shall continue to be based on ambulance activity in accordance with Article X – Response Time Standards; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #001-S1711 shall be amended a first time as follows:

1) Section I – DEFINITIONS shall be amended and replaced in its entirety as follows:

SECTION I – DEFINITIONS

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

1. Advanced Life Support (ALS) means special services designed to provide definitive prehospital emergency medical care, including, but not limited to cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a Modified Base Hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital or as otherwise defined by the Federal Health Care Finance Administration.
2. Advanced Life Support (ALS) Engine means a fire engine approved by the Medical Director, staffed with at least one (1) Emergency Medical Technician (EMT) Paramedic and containing medical equipment and supplies sufficient 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 personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency. The ALS Engine is a non-transporting resource.
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. Ambulance Billing means the business unit designated by or under contract to COUNTY to process and collect fees for ambulance service.
5. 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.
6. Arrival at the Scene means the time that an emergency response vehicle comes to a physical stop at an emergency scene (wheels stopped).
7. Base Hospital means one of a limited number of hospitals which, upon designation by the local EMS agency and upon the completion of a written contractual agreement with the local EMS agency, is responsible for directing the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the local EMS agency.
8. Basic Life Support (BLS) means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting

the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.

9. CONTRACTOR's local jurisdiction means Sierra-Sacramento Valley EMS Agency, or successor.
10. County means the County of El Dorado, the political subdivision of the State of California. The Health Services Department through its local County EMS Agency is responsible for the direct oversight of prehospital emergency and non-emergency medical care in the County of El Dorado.
11. 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.
12. Designated Dispatch Center means the dispatch agency designated as the Command Center for the County of El Dorado Service Area No. 3 – Tahoe West Shore Area to dispatch and track requests for emergency medical services within that portion of the County of El Dorado.
13. 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 layperson; 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.
14. Emergency Medical Dispatcher (EMD) means a dispatcher trained and certified to provide patient care through the delivery of post-dispatch/pre-arrival instructions to assist the patient until prehospital care providers arrive at the scene.
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 County of El Dorado Board of Supervisors that sets the standards and/or definitions for emergency medical services and medical transport; personnel and training requirements; equipment and supply requirements; response time; communication requirements; and medical transportation service requirements. It empowers the County of El Dorado Emergency Medical Services Agency through the County Health Services Department to issue permits for litter van, wheelchair van, and specific ambulance transport services, and enter into contracts with ambulance entities; monitor performance; enforce standards, if necessary; and act in an impartial manner as an arbitrator in matters of citizen complaints.
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 Health Services Department by the County of El Dorado 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 (EMT) or Advanced Emergency Medical Technician (Advanced EMT) means an individual trained in all facets of basic life support (as defined in Health and Safety Code Section 1797.60) according to standards prescribed in the California Code of Regulations, Title 22, Division 9, Chapter 2, or Chapter 3, and who has a valid State of California certificate. This definition includes EMT and Advanced EMT.
21. Emergency Medical Technician Paramedic (EMT-P) means an individual who is educated and trained in all elements of prehospital Advanced Life Support; whose scope of practice is to provide Advanced Life Support in accordance with the standards prescribed in the California Code of Regulations, Title 22, Chapter 4; and who has a valid State paramedic license. Paramedics working in the Tahoe West Shore Area of El Dorado must additionally be accredited according to standards established by the medical control within the CONTRACTOR's local jurisdiction.
22. Medical Director means the County of El Dorado EMS Agency Medical Director.
23. Mobile Intensive Care Nurse (MICN) means a registered nurse who is licensed by the California Board of Registered Nursing and who has been authorized by the 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.
24. Modified Base Hospital, as defined by Sierra Sacramento Valley EMS Agency Policy #305 (available at http://www.ssvems.com/pdf/section_03/305.pdf) means a Base Hospital that does not utilize Sierra Sacramento Valley EMS authorized Mobile Intensive Care Nurses for "on-line" medical control. A Base Hospital physician shall be immediately available to provide consultation and/or medical direction for ALS prehospital care personnel as needed.
25. Physician means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.
26. Prehospital Care Report (PCR) means the form approved by the medical control within the CONTRACTOR's local jurisdiction for the purpose of documenting all patient care for use in the CONTRACTOR's local jurisdiction.
27. Electronic Prehospital Care Record (ePCR) means the electronic data elements that as a whole make up the electronic prehospital care record that is completed by the CONTRACTOR which shall serve as the permanent prehospital care report documenting patient condition, treatment, and all associated circumstances pertaining to a response.
28. Primary Response Area for the purposes of this contract means the zone of responsibility known as the Tahoe West Shore Area of the County of El Dorado Service Area No. 3.
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. Public Health Officer means the County of El Dorado Public Health Officer.
31. 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.)
32. 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).
33. 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.
34. Unit Hour means a fully staffed and equipped ambulance available for, or involved in, emergency medical response for one hour. For example, if a system operates one unit for 24 hours and transports 12 patients in that period, its unit hour utilization ratio would be 0.50.
35. 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.

2) Section V – STANDARDS OF SERVICE FOR PREHOSPITAL ALS SERVICES, Article V – Emergency Medical Service Requirements, shall be amended and replaced in its entirety as follows:

Article V – Emergency Medical Service Requirements

- A. Ambulances shall transport each patient in need of or requiring transport to the designated Modified Base Hospital or as directed by on-line medical control at the Modified Base Hospital.
- B. CONTRACTOR shall promptly respond an ambulance to the emergency call, or schedule a time to respond that is acceptable for non-emergency calls, and shall complete that run, unless diverted by the designated Dispatch Center pursuant to CONTRACTOR’s System Status Management Plan.
- C. In the event that an ambulance is unable to respond to a request for ambulance service, the ambulance crew shall immediately notify the designated Dispatch Center.
- D. Ambulance crew shall notify the Modified Base Hospital and give a report on patient status, treatment given, and estimated time of arrival. CONTRACTOR shall ensure that prehospital personnel shall communicate current and ongoing patient assessments to the Modified Base Hospital, and collaborate with Modified Base Hospital in the provision of care, and follow physician or MICN direction as instructed.
- E. CONTRACTOR shall ensure that personnel shall be familiar with local geography throughout the Primary Response Area.

F. CONTRACTOR shall allow inspections, site visits, or ride-alongs at any time by County EMS Agency staff, with adequate notice, for purposes of Contract compliance and medical quality assurance. This section does not override the COUNTY's rights and responsibilities under Title 22 to perform unannounced site visits. The COUNTY will respect due process in regards to employee rights when conducting an investigation.

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

H. CONTRACTOR shall not cause or allow its ambulances or ALS Engines to respond to a location without receiving prior approval to respond from the designated Dispatch Center for such service at that location. Ambulance or ALS Engine staff shall immediately notify the designated Dispatch Center to be assigned to an incident in any circumstance involving an emergency response at a location not previously approved by the designated Dispatch Center.

3) Section V – STANDARDS OF SERVICE FOR PREHOSPITAL ALS SERVICES, Article VI – Personnel Requirements, shall be amended and replaced in its entirety as follows:

Article VI - Personnel Requirements

A. Upon request, CONTRACTOR shall furnish to the COUNTY a list of ambulance personnel, including trainees, who provide services under this Contract, and such information regarding their training and qualifications as COUNTY deems necessary.

B. CONTRACTOR shall maintain a minimum staffing level of not less than one (1) EMT and one (1) EMT-Paramedic for each in-service ambulance. Minimum staffing levels for ALS Engines shall be at least one (1) EMT-Paramedic.

C. CONTRACTOR shall ensure that all Paramedic personnel are licensed by the State of California and accredited according to requirements established by the medical control for the CONTRACTOR's local jurisdiction. Personnel whose certification/ accreditation have lapsed shall not be allowed to provide prehospital care within the County of El Dorado until they have met all requirements to bring current their certification/accreditation. CONTRACTOR shall ensure compliance with all EMT and EMT-P regulations from the State of California Health and Safety Code, Division 2.5, and Title 22, Division 9, and ensure that the policies, procedures, and field treatment protocols established by the medical control within the CONTRACTOR's local jurisdiction are followed.

D. In the case of Critical Care Transport (CCT) Ambulance, each CCT ambulance shall be staffed in accordance with Section I – Definitions, item 8, Critical Care Transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.

E. CONTRACTOR shall ensure that the medical certification and/or accreditation level of all personnel be clearly displayed. Said identification shall be worn as deemed operationally necessary.

F. CONTRACTOR shall ensure that all personnel shall be physically and mentally fit to serve in the prehospital care capacity. No intoxicating substance shall be used while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.

G. CONTRACTOR shall designate an on-duty or on-call management or supervisory staff, available at all times, who is authorized to act on behalf of CONTRACTOR in all operational matters. The dispatch agency shall at all times be advised and have available the contact information for the designated staff.

H. CONTRACTOR shall provide a single point liaison to COUNTY for communication regarding Contract fulfillment. In the event that the single point liaison is unavailable, the CONTRACTOR's communication chart shall be utilized.

I. CONTRACTOR shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; modified base hospitals; County EMS Agency; and City and County staff.

J. CONTRACTOR shall ensure professional and courteous conduct at all times from all personnel, office personnel, field supervisors, middle management, officers, and executives.

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

Except as herein amended, all other parts and sections of that Agreement #001-S1711 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Richard W. Todd Dated: 12-19-2016
Richard Todd, Emergency Medical Services Agency Director
Health and Human Services Agency

Requesting Department Head Concurrence:

By: Alexis Zow Dated: 12-19-2016
Patricia Charles-Heathers, Ph.D., Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #007-S1711 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 1/31/17

By:  Chair
Board of Supervisors
"County"


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

By: 
Deputy Clerk

Dated: 1/31/17

-- CONTRACTOR --

NORTH TAHOE FIRE PROTECTION DISTRICT

By: 
Dennis Correa, President, Board of Directors
North Tahoe Fire Protection District
"Contractor"

Dated: 12/21/2015

Attest: Jamie Kuryllo

By: 
North Tahoe Fire Protection District
Board Secretary

Dated: 12/20/2016