

CONTRACT
for
**PREHOSPITAL ADVANCED LIFE SUPPORT
and DISPATCH SERVICES**
between
EL DORADO COUNTY
and
**EL DORADO COUNTY REGIONAL PREHOSPITAL
EMERGENCY SERVICES OPERATIONS AUTHORITY**

Amendment II

This Amendment II, to that Contract made and entered into on July 1, 2006 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the El Dorado County Regional Prehospital Emergency Services Operations Authority, (hereinafter referred to as "JPA"), whose principal place of business is 480 Locust Road, Diamond Springs, CA 95619;

WITNESSETH

WHEREAS, COUNTY provides prehospital Advanced Life Support (ALS) services and dispatch services under a public utility model to the residents of the County of El Dorado, and the JPA is under contract with COUNTY to provide said services to County Service Area No. 7, pursuant to the provisions of Section 25210.4 (a)(8) of the Government Code of California; and

WHEREAS, JPA intends to formally change the name of the organization to "El Dorado Emergency Services Authority", and

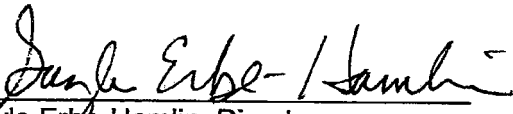
NOW, THEREFORE, COUNTY and the JPA do hereby agree to amend this Contract as follows:

The first paragraph on Page 1 of the contract is amended as follows:

This Contract, made and entered into on July 1, 2006 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the El Dorado County Emergency Services Authority, (hereinafter referred to as "JPA"), whose principal place of business is 480 Locust Road, Diamond Springs, CA 95619;

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

DEPARTMENT HEAD CONCURRENCE


Gayle Erbe-Hamlin, Director
Public Health Department

4/7/08
Date

COUNTY OF EL DORADO


Rusty Dupray, Chairman
El Dorado County Board of Supervisors

4/29/08
Date

ATTEST
Cindy Keck, Clerk

By:  Date: 4/29/08
Deputy Clerk

The JPA


Bruce Lacher
Chairperson, JPA Board of Directors

2-19-08
Date

ATTEST

By:  Date: 3/27/08
JPA Board Secretary

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between
EL DORADO COUNTY
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EMERGENCY SERVICES OPERATIONS AUTHORITY**

Amendment I

This Amendment I, to that Contract made and entered into on July 1, 2006 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the El Dorado County Regional Prehospital Emergency Services Operations Authority, (hereinafter referred to as "JPA"), whose principal place of business is 480 Locust Road, Diamond Springs, CA 95619;

WITNESSETH

WHEREAS, COUNTY provides prehospital Advanced Life Support (ALS) services and dispatch services under a public utility model to the residents of the County of El Dorado, and the JPA is under contract with COUNTY to provide said services to County Service Area No. 7, pursuant to the provisions of Section 25210.4 (a)(8) of the Government Code of California; and

WHEREAS, COUNTY has completed a thorough analysis of JPA response time compliance during the period January 1-December 31, 2006;

WHEREAS, COUNTY and the JPA agree that it is necessary to revise the response time standards for emergency ambulance services in the current JPA Contract;

NOW, THEREFORE, COUNTY and the JPA do hereby agree to amend this Contract as follows:

SECTION V – STANDARDS OF SERVICE FOR PREHOSPITAL ALS

Article XI - Response Time Standards, C. Maximum Response Times is amended as follows:

C. Maximum Response Times

For emergency ambulance responses, the JPA shall be required meet the following maximum response time(s):

Area	Response Time	Compliance Percentage
Urban	11 minutes	90%
Semi-Rural	16 minutes	90%
Rural	24 minutes	90%
Wilderness	90 minutes	90%

Calls dispatched as "Code 2" (i.e., no red lights or siren) per Emergency Medical Dispatch (EMD) protocols, or those where the ambulance is dispatched to a staging location until the scene has been secured by law enforcement units, shall be exempt from meeting the response time requirements above.

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

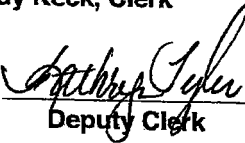
COUNTY OF EL DORADO



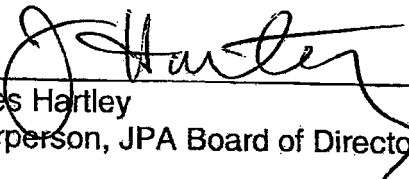
Helen K. Baumann, Chair
El Dorado County Board of Supervisors

9-11-07
Date

ATTEST
Cindy Keck, Clerk

By:  _____ Date: 9-11-07
Deputy Clerk

The JPA



James Hartley
Chairperson, JPA Board of Directors

6/7/07
Date

ATTEST

By:  _____ Date: 6/8/07
JPA Board Secretary

EL DORADO

COUNTY



EMERGENCY MEDICAL SERVICES AGENCY A Division of the Public Health Department

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

RECEIVED

SEP 21 2006

EMERGENCY MEDICAL
SERVICES AGENCY

RECEIVED

SEP 11 2006

EMERGENCY MEDICAL
SERVICES AGENCY

Letter of Agreement Regarding Exemption for Code 2 responses

This letter shall serve to clarify that the County and the JPA agree that non-emergency interfacility transfers and all calls dispatched or reduced to Code 2 shall be considered exempt from response time standards required by *Article XI, Response Time Standards* of our agreement.

Representatives from the JPA, Camino Dispatch and the EMS Agency have been working jointly for several months to develop a "tiered dispatch" plan which will allow JPA ambulances to be dispatched Code 2 (i.e., no red lights and siren) to specific calls where an emergency response has been determined unnecessary by Emergency Medical Dispatch (EMD) protocols. Justification for implementing tiered dispatch includes: potential reduction in collisions induced by the travel of an emergency response vehicle with red lights and siren, reduced wear and tear on emergency vehicles, and improved safety for both responders and the public. Careful study of actual responses in our system has confirmed that we can reliably predict which EMS calls can be safely dispatched as a Code 2 response. The language in the current County contract with the JPA does not specify these responses are exempt from meeting response time requirements and this Letter of Agreement clarifies that Code 2 responses are exempt.

This letter shall be attached to the contract until such time as the agreement may be modified by an amendment approved by both parties.

Signed:

Handwritten signature of Gayle Erbe-Hamlin.

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

9/8/06

Date

Handwritten signature of John Klingberg.

John Klingberg, Chair
El Dorado County Regional Prehospital
Emergency Services Operations Authority

9/20/06

Date

CONTRACT
for
PREHOSPITAL ADVANCED LIFE SUPPORT
AND
DISPATCH SERVICES

between

EL DORADO COUNTY
and
EL DORADO COUNTY REGIONAL PREHOSPITAL
EMERGENCY SERVICES OPERATIONS AUTHORITY

July 1, 2006

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

This Contract, made and entered into on July 1, 2006 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the El Dorado County Regional Prehospital Emergency Services Operations Authority, (hereinafter referred to as "JPA"), whose principal place of business is 480 Locust Road, Diamond Springs, CA 95619;

WITNESSETH

WHEREAS, COUNTY provides prehospital Advanced Life Support services and dispatch services under a public utility model to the residents of the County of El Dorado. 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 Agency; and

WHEREAS, County Service Area No. 7 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, the fire districts operating on the West Slope in El Dorado County have formed a joint powers authority entitled El Dorado County Regional Prehospital Emergency Services Operations Authority to provide prehospital emergency and medical services and patient transportation services and dispatch services; and those fire districts or their successors in interest are members of said joint powers authority; and

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

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

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SECTION I – DEFINITIONS

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

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

8. Dedicated Standby 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 El Dorado County as the Command Center for the El Dorado County Service Area No. 7 - West Slope Primary Response Area to dispatch and track requests for emergency medical services within El Dorado County.
10. 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.
11. Emergency Medical Dispatcher (EMD) means a dispatcher trained according to the National Highway Traffic Safety Administration (NHTSA): Emergency Medical Dispatch National Standard Curriculum.
12. 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.
13. Emergency Medical Service and Medical Transportation Ordinance means an ordinance adopted by the El Dorado County Board of Supervisors that sets the standards and/or definitions for emergency medical services and medical transport; personnel and training requirements; equipment and supply requirements; response times; communication requirements; and medical transportation service requirements. It empowers the El Dorado County Emergency Medical Services Agency through the County Public Health Department to issue permits to litter van and wheelchair van transport services, and enter into contracts with ambulance entities; monitor performance; enforce standards, if necessary; and act in an impartial manner as an arbitrator in matters of citizen complaints.
14. Emergency Medical Services (EMS) means the medical services provided in an emergency.
15. Emergency Medical Services Agency (EMS Agency) means the administrative agency designated through the Public Health Department by the El Dorado County Board of Supervisors pursuant to Health and Safety Code, Section 1797.200.

16. 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.
17. Emergency Medical Technician-I or EMT-I means an individual trained in all facets of basic life support (as defined in Health and Safety Code Section 1797.60) according to standards prescribed in the California Code of Regulations, Title 22, Chapter 2, and who has a valid State of California certificate. This definition includes EMT-I-NA and EMT-IA.
18. 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.
19. Medical Director means the medical director of the County EMS Agency.
20. 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.
21. Non-dedicated Standby Ambulance, for the purposes of this Contract, means a fully staffed ambulance that may be posted to a specific locale to be available to provide standby ambulance services during the course of a special event, but may be dispatched to another location at any time.
22. Part-Time Advanced Life Support (PTALS) means those ALS units that meet every ALS provider requirement except the provision that they be available on a continuous 24-hours-per-day basis. For this level of service, they may not advertise themselves as being approved ALS service, and they may only respond to ALS calls at such times as the staffing and equipment meet ALS standards.
23. Physician means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.
24. 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. If service entity is providing service under contract with El Dorado County, the PCR shall also include all required billing information.

25. Primary Response Area means a geographical area designated by the County as an emergency medical services zone.
26. 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).
27. Public Health Officer means the El Dorado County Public Health Officer.
28. 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.)
29. 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).
30. 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.
31. 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.
32. Unit Hour means a fully staffed, equipped, and available ambulance available for or involved in emergency medical response for one hour. For example, if a system operates one unit for 24 hours and transports 12 patients in that period, its unit hour utilization ratio would be 0.50.

SECTION II – GENERAL PROVISIONS

Article I - General Service Provisions

The JPA agrees to provide full service emergency and non-emergency Prehospital Advanced Life Support Services and Dispatch Services as described in this Contract, and the terms and conditions of the COUNTY's Emergency Medical Service and Medical

Transportation Ordinance, as hereinafter amended. In the performance of its obligation hereunder, it is agreed that the JPA is subject to medical control or direction of the COUNTY.

A. Applicable Laws

The JPA 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.

B. JPA Accountability

The JPA shall be directly accountable to the El Dorado County Public Health Department for Contract compliance issues and conformance with operational policy. The JPA shall be responsible to the County EMS Agency, under the direction of the 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 (Marshall Medical Center) for day-to-day patient care oversight.

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

C. Successors and Waivers

This Contract shall bind the successors of COUNTY and the JPA 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.

D. Prior Contracts

All prior contracts regarding this subject matter between COUNTY and the JPA, and all prior ALS agreements with member agencies, are hereby terminated as of the effective date of this Contract.

SECTION III – DISPATCH REQUIREMENTS

Article I – General Dispatch Provisions

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

- A. Dispatch facility shall hold current designation as primary or secondary Public Safety Answering Point (PSAP) by State of California.
- B. The designated Dispatch Center shall utilize and maintain a computer aided dispatch (CAD) system with specialized separate tracking of EMS and ambulance responses. JPA shall notify COUNTY if CAD system is inoperative for more than 24 hours.
- C. JPA shall provide a system of priority dispatch and pre-arrival instructions together with applicable quality assurance approved by the County EMS Agency Medical Director.
- D. The priority dispatch and pre-arrival instruction software approved by the 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. Software licensing and continuing maintenance and support will be provided by COUNTY. JPA shall budget annually for ongoing quality assurance program. Any major modifications or changes to the approved software will be considered extraordinary costs as defined in Article III, Section 3, Item C of this Contract.
- E. The designated Dispatch Center shall provide a system capable of layered-mapping that will recommend vehicle locations per criteria included in the JPA's System Status Management Plan (SSMP).

Article II – Dispatch Data Reporting

Upon request of the COUNTY, JPA shall provide the following reporting information:

- A. Response time reports:
 - 1. Emergency response times;
 - 2. Inter-facility response times;
 - 3. Non-emergency response times;
 - 4. Point of dispatch to scene response times;
 - 5. Time from scene to hospital;
- B. Utilization ratio by unit;
- C. Dry-run reports;
- D. Demand analysis reports;
- E. Problem hour assessment;

- F. Post utilization rates.

Article III – Dispatch Personnel Requirements

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

- A. Trained according to 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 County EMS Agency, JPA shall provide from Dispatch Center copies of calls on cassette tape, disk, or other recordable medium for quality assurance purposes. Tapes, disk, or other recordable medium shall be delivered to the Agency within five working days from receipt of written, including email, request to the JPA Executive Director.

SECTION IV – PRIMARY RESPONSE AREA

This Contract is for dispatch and prehospital Advanced Life Support services for the El Dorado County area known as CSA No. 7, and specifically the Primary Response Area as identified on the appended map (Appendix A). The JPA shall be responsible for providing prehospital Advanced Life Support services for all requests for ALS service

received from any person or any agency in the coverage area and dispatched through the designated dispatch center.

The JPA is responsible to respond to 100% of the emergency and non-emergency prehospital Advanced Life Support calls that are dispatched by the designated dispatch center that originate within the JPA's Primary Response Area. 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 to the Advanced Life Support level which respond within defined Response Time standards and performance pursuant to the requirements established by the 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. JPA 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 5, Section 100173(b) (1).
- B. JPA 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. JPA, 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 5.
- D. Part-Time ALS (PTALS) units that meet all ALS service requirements except the provision that the service be available on a 24-hour per day basis may provide part-time service, if the County EMS Agency allows the service to be exempt from this

requirement. For this level of service, the service may not advertise itself as being an approved ALS service, and they may only provide services at the ALS level at such times as the staffing and equipment meet ALS standards.

Article II - System Designations

- A. The designated Base Hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798.000 through and including Section 1798.104. The designated Base Hospital for County Service Area No. 7 is Marshall Medical Center.
- B. The designated Dispatch Center for County Service Area No. 7 is the California Department of Forestry and Fire Protection (CDF) Emergency Command Center in Camino. JPA shall respond to requests for prehospital Advanced Life Support services from the designated Dispatch Center.

Article III - System Status Management

- A. JPA shall implement services under this Contract as a part of the emergency medical response system within the designated Primary Response Area, and adhere to a System Status Management Plan developed by the JPA and reviewed by the County EMS Agency. Such plan shall be in place at all times during the term of this Contract. JPA shall submit to the 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.

Article IV - Changing Service Demand Levels

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

Article V – Emergency Medical Service Requirements

- A. Ambulances shall transport each patient in need of or requiring transport to the designated Base Station Hospital or as directed by on-line medical control at the Base Station Hospital.
- B. JPA 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 the JPA'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. JPA 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. Ambulance crew shall notify the Base Hospital and give a report on patient status, treatment given, and estimated time of arrival. JPA 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.
- G. JPA shall ensure that personnel shall be familiar with local geography throughout the Primary Response Area.
- H. JPA shall allow inspections, site visits or ride-alongs at any time by County EMS Agency staff, with a minimum of twenty-four (24) hours notice to the JPA and the affected provider agency's Fire Chief or his/her designee, for purposes of Contract compliance and medical quality assurance per COUNTY's rights and responsibilities under Title 22 regarding site visits. Inspections, site visits or ride-alongs deemed necessary by the COUNTY to address an urgent matter of public safety shall require a minimum of one (1) hour notice to the JPA and the affected provider agency's Fire Chief or his/her designee. The 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 it does not detract from or delay systemwide ambulance availability.

Article VI - Personnel Requirements

- A. JPA shall maintain a minimum staffing level of not less than one (1) EMT-1 and one (1) EMT-Paramedic for each in-service ambulance.
- B. JPA shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. JPA shall ensure that EMT-1 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. JPA shall ensure compliance with all EMT-I and EMT-P regulations from the State of California Health and Safety Code, Division 2.5, and Title 22, Division 9, and ensure that the County EMS Agency Policies, Procedures and Field Treatment Protocols are followed. For each new employee, JPA shall provide a copy of such records of certification and/or accreditation to the 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. JPA 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. Personnel will not use intoxicating substances while on duty, nor be under the influence of any such intoxicating substances while on duty.
- F. JPA shall maintain records of all EMS training, continuing education and skills maintenance as required by the County EMS Agency. JPA shall provide to the County EMS Agency specific records upon request.
- G. The JPA shall designate an on-duty or on-call management or supervisory staff, available at all times, who is authorized to act on behalf of the JPA in all operational matters. The dispatch agency shall at all times be advised and have available the contact information for the designated staff.
- H. JPA Executive Director shall notify the County EMS Agency in advance regarding his/her scheduled absence for vacation, extended illness, or other extended leave of absence.
- I. JPA shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; and City and County staff.
- J. JPA shall ensure professional and courteous conduct at all times from all personnel, office personnel, field supervisors, middle management, officers and executives.
- K. JPA shall ensure safe and sanitary living quarters for on-duty personnel.

Article VII - Equal Opportunity Employer

The JPA 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 the JPA 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. JPA 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. JPA 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.
- B. JPA shall require that among the subcontracting fire districts which provide ambulance service, there shall be appointed at a minimum a combined total of no less than six (6) Field Training Officers (FTO's), approved by the County EMS Agency Medical Director, to provide accreditations, internships, field training, and quality improvement functions. JPA shall notify the County EMS Agency Medical Director when less than six FTO's are available.
- C. JPA 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 the JPA.

Article IX - Community Relations and Education

JPA 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. JPA shall also participate as a

cooperative partner with the COUNTY in providing positive communications to the community regarding the ambulance service program.

Article X - Quality Improvement/Quality Assurance

- A. JPA shall participate in all quality improvement/quality assurance activities promulgated by the 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. JPA shall be fiscally responsible for this staff's participation time.
- B. The JPA shall have and maintain a comprehensive internal medical and operational quality assurance program. This program shall include, but not be limited to: peer review of medical charts, security procedures for controlled substances, maintenance of controlled substance logs, verification of daily vehicle and medical equipment checks, and other operational policies directly related to quality of clinical care.
- C. The JPA shall cooperate fully in supplying all requested documentation to both the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the COUNTY.

Article XI - Response Time Standards

A. Response Time Definition

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

Responses to requests for emergency ambulance service originating from within the Primary Response Area must meet the following Response Time standards.

B. Response Time Standards

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

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

C. Maximum Response Times

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

Area	Response Time	Compliance Percentage
Urban	10 minutes	90%
Semi-Rural	20 minutes	90%
Rural	20 minutes	90%
Wilderness	as soon as possible	N/A

JPA shall be 100% compliant to these compliance percentages at the earliest possible time but in no event later than nine (9) months from the effective date of this Contract.

D. Ambulance Reaction Time Requirement

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

E. Mechanical Breakdown

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

F. Acceptable Response Time Exceptions

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

- (1) Disaster and mutual aid situation (mutual aid shall not be chronically used to avoid response time requirements);
- (2) Additional units responding to large multi-casualty incident situations

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

Article XII - Backup Unit Coverage Requirement

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

Article XIII - Mutual Aid Requests

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

Mutual aid response may require JPA personnel to respond ALS vehicles into a response area other than that assigned in this Contract. Whenever JPA personnel receive a request for service in another area, JPA 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, the JPA 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, the JPA shall initiate such call-up per the provisions of Section VI, 3.B.

Article XIV - Disaster/Multicasualty Incident Requirements

- A. JPA shall cooperate with COUNTY in establishing disaster and multicasualty incident plans, policies and procedures; and assist in planning and participate in interagency disaster/multicasualty incident training exercises annually.
- B. During declared disasters or large-scale multicasualty incidents, the JPA shall be exempt from all responsibilities for response-time performance until notified by the COUNTY. When the JPA is notified that disaster assistance is no longer required, the JPA shall return all its resources to the primary area of responsibility, and shall resume all operations in a timely manner.
- C. During the course of a disaster or large-scale multicasualty incident, the JPA shall use best efforts to provide Code-3 and Code-2 service coverage to the assigned Primary Response Area, and may suspend all inter-facility transfers upon notification of such to the County EMS Agency Administrator or designee.

Article XV – 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, the JPA may furnish courtesy stand-by ambulance coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public.

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

The JPA 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 the JPA. Each dedicated standby ambulance service event shall have a two-hour minimum.

The JPA may also make a paramedic available, without an ambulance vehicle, for pre-scheduled standby and special events coverage at an hourly rate. No minimum time will be required for paramedic-only events.

The JPA will offer such dedicated standby ambulance services at the rates established by the El Dorado County Board of Supervisors. The JPA is hereby authorized by COUNTY to execute any necessary contracts for these services with the requester of services. JPA 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.

SECTION VI – EQUIPMENT AND SUPPLY REQUIREMENTS

Article I – Ambulance Vehicles & Equipment

A. County Provided Vehicles & Equipment

The COUNTY provides the JPA the use of the vehicles and equipment shown on the attached list (Appendix B, which shall be updated annually and provided to the JPA) to be used exclusively for the provision of services required in the Contract. Ownership of these vehicles and this equipment shall remain vested in the COUNTY until said vehicles and equipment are declared "surplus" by COUNTY or until otherwise disposed of by COUNTY. JPA shall notify COUNTY of any property on Appendix B that is no longer needed or useful. COUNTY will arrange for the surplus or disposing of the property pursuant to its own policies and procedures. No COUNTY owned property, vehicles or equipment, shall be declared surplus or be otherwise disposed of by the JPA.

B. JPA Provided Vehicles and Equipment

The JPA shall maintain a fully equipped fleet of vehicles and all necessary equipment, either acquired in its name or held together with the COUNTY owned equipment listed in Appendix B, necessary for the continued provision of services under this Contract. Notwithstanding this provision, in order for the COUNTY to exercise takeover rights as provided elsewhere in this Contract, JPA's acquisition, lease, or borrowing of vehicles and equipment with funds under this Contract for use in delivery of the services herein shall be subject to COUNTY's ability to exercise their takeover rights.

1. Effective July 1, 2002, the JPA shall be solely responsible for the provision of additional ambulance vehicles and equipment, either in addition to or in replacement of the vehicles and equipment listed in Appendix B, which are deemed by the COUNTY to be necessary to the continued provision of all services under this Contract. Replacement vehicles and equipment shall be of like or better value, features, and function.
2. A vehicle replacement plan shall be provided by the JPA to the COUNTY for review annually on July 1st. The plan shall include a summary of the past year's acquisitions as well as JPA's recommendations for the surplus or disposal of vehicles and equipment. The plan will be subject to review by COUNTY'S County Counsel. A copy of the plan shall also be provided to the El Dorado County EMS Agency.

3. JPA's acquisition of any vehicle or durable equipment by full payment of the purchase price shall be pursuant to a written agreement with the vendor and a copy of that agreement shall be provided to COUNTY. JPA shall insure that COUNTY is designated as the lien holder on each vehicle's title document and shall deliver the title document to COUNTY to hold. For durable equipment in excess of \$500.00 JPA shall prepare and execute a UCC-1 Financing Statement describing the collateral and shall forward the Statement to COUNTY for filing with the California Secretary of State.
4. JPA's acquisition of any vehicle or durable equipment by an installment purchase, lease, or borrowing shall be pursuant to a written agreement with the vendor/ lender/lessor and a copy of that agreement shall be provided to COUNTY. Contemporaneous with JPA's installment purchase, lease or borrowing of any vehicle or durable equipment utilized for the provision of services under this Contract, JPA shall execute security agreements, financing statements, lease provisions and all other necessary documents in favor of the COUNTY in order for COUNTY to exercise immediate take-over rights under the terms of this Contract and continue the full operation of ambulance services. The JPA shall obtain all consents from lenders, lessors, and sellers in order to comply with this provision. Security agreements shall be in the form set forth in Appendix D or such other form as may be approved by COUNTY through its County Counsel. Provisions in each such agreement shall also include an assumption right in favor of the COUNTY whereby upon the COUNTY's written request, in the event of a take-over, termination or expiration of the Contract the vehicle or durable equipment will be transferred to COUNTY so long as COUNTY assumes the obligations for future payments from the date of the take-over, termination or cessation of the Contract. This assumption right may be exercised in the sole discretion of the COUNTY.
5. Upon determination by the JPA Board of Directors that any COUNTY or JPA-owned vehicle or durable equipment in excess of \$500 has reached the end of its useful service life, the JPA shall notify the COUNTY in writing and shall provide a description of said vehicle or equipment to be declared surplus and disposed of by the COUNTY.
 - a. JPA shall retain possession of the vehicle or equipment and shall maintain in effect applicable insurance coverage until legal transfer of ownership is completed.
 - b. County shall have up to 75 days after receiving written notification from the JPA to complete the disposal of surplus property.

Article II – Ambulance Vehicle Markings

All ambulances purchased after January 1, 2003 shall be marked as described in Appendix C. JPA shall not modify ambulance vehicle markings without the expressed written consent of COUNTY.

Article III - Drugs and Medical Supplies

JPA 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 IV - ALS Medical Equipment Standards

- A. 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 a copy of the Policy and Procedure Manual and Manual updates on an ongoing basis to each JPA subcontractor's facility and to the JPA Executive Director. The JPA 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. Any substantial financial impact to the JPA resulting from proposed policy updates shall be resolved prior to implementation of a new policy.
- B. Large (K-type) O2 cylinders shall not be allowed by the JPA to go under 300 pounds pressure per square inch, and smaller (D-type) cylinders shall not be allowed to go under 500 pounds pressure per square inch before being refilled.
- C. 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.
- D. Upon inspection by the COUNTY, any primary or backup ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is corrected. 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 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, the JPA shall be responsible for securing all maintenance of vehicles, on-board equipment, and facilities used by the JPA in performance of this work. The JPA 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. The JPA 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. The JPA shall be responsible for any maintenance and repairs on the COUNTY's equipment utilized by the JPA, which shall include, but not be limited to, ambulance vehicles, communications equipment, and electronic medical equipment (monitors and defibrillators).

Article VI - Communications Equipment

JPA shall meet the following standards for communications equipment:

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

Article VII - Inventory of Ambulances and Other County-owned Equipment

- A. Annually, the JPA shall inventory their facilities and each ALS vehicle equipped with COUNTY purchased equipment for the purpose of verifying the location and condition of all COUNTY owned fixed assets. The JPA agrees to meet all County

time lines established by the El Dorado County Auditor-Controller and the El Dorado County Board of Supervisors associated with reporting fixed assets inventory.

- B. COUNTY shall provide to JPA a list of all CSA No. 7 owned fixed assets no more than one week after the El Dorado County Auditor-Controller's Office provides the list to County Departments. The list shall clearly separate mobile medical equipment from other equipment provided to the JPA. The Fixed Asset Inventory of June 30, 2006 is attached (Appendix B) and shall form the basis for all future lists. The list shall be accompanied by the County established time lines that the JPA agrees to meet.
- C. In the event that there are unlocated/missing items, a letter of explanation is required, signed by the JPA Board Chairperson, detailing what is missing, why, and what process was used to locate the item. The letter is to be submitted to the Public Health Department along with the signed off inventory list one (1) week prior to the deadline established by the El Dorado County Auditor-Controller. The Public Health Department will submit a list of any unlocated/missing items to the Board of Supervisors, and request Board direction on any action to be taken, which may include declaration of a minor breach.

SECTION VII – DATA COLLECTION AND REPORTING REQUIREMENTS

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

Article I - Prehospital Patient Care Report/Billing Forms

- A. JPA personnel shall utilize the El Dorado County-approved "Prehospital Care Report" (PCR) for all emergency and non-emergency responses including non-transports.
- B. The Prehospital Care Report and billing paperwork shall be submitted to Ambulance Billing as required by El Dorado County EMS Policy: *"Documentation 2 - Medic Unit Prehospital Care Report Form"*.
- C. In the case of ALS first responder where the first responder maintains patient care and rides in the ambulance, a single PCR shall be filled out noting any action the first responder has taken to provide care for the patient, and shall be transferred with the patient. In the case where the first responder does not maintain patient care and ride in the ambulance, the ALS First Responder report will be forwarded/faxed within 24 hours to the hospital, to be attached to the PCR to complete the prehospital patient care documentation completed by the paramedic who maintained patient care until delivery to the hospital.

- D. 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.
- E. 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.
- F. JPA 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, the JPA shall remain responsible to obtain the required information and submit it to Ambulance Billing. JPA personnel shall adhere to the requirements of the El Dorado County EMS Policy: *"Documentation 2 - Medic Unit Prehospital Care Report Form"*.
- G. Ambulance Billing shall notify the appropriate fire district 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 shall provide reports as necessary to the JPA to help identify personnel in need of additional training.
- H. 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.
- I. In the event the JPA fails to obtain the required information and submit it to the COUNTY within five calendar days from the date that the JPA receives a request from Ambulance Billing, the JPA is at risk of incurring minor breach as determined by the County EMS Agency Administrator.

Article II - Incident Report

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

A. Mutual Aid Received or Provided

The Dispatch Center 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. 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. The form will be forwarded to the EMS Agency along with the JPA's monthly report.

B. Unusual Activities

The JPA 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 JPA feel should be documented but are not appropriate to include on the PCR should be included on the Incident Report. Such activities may include but are not limited to: acts of violence, combative patients, patient care concerns, inter-agency conflicts, medical equipment failures, obstacles to responses including chronic adverse road conditions, and radio, dispatch, or communication failures. Any other unusual activities that have the potential of affecting patient care shall be documented as well.

C. Vehicle Failure and Accident Reporting

The JPA 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 - Response Time Reporting

A. Ambulance Response Time Report

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

B. Response Time Exception Report

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

These reports shall be submitted to the County EMS Agency for the previous calendar month of service on a monthly basis.

C. Response Time Review

The County EMS Agency shall review all Response Time Reports and Response Time Exception Reports monthly. If the JPA fails to meet overall response time standards in any category (i.e., urban, semi-rural, rural or wilderness) for any two (2) consecutive months, JPA shall develop and implement a remediation plan to regain compliance, and communicate the plan to the County. Failure to comply with response time requirements outlined in this Contract for three consecutive months shall be considered minor breach of Contract.

Article IV - Transmittal of Data and Reports

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

SECTION VIII – CONTRACT REQUIREMENTS

Article I - County Operational Policies

The JPA 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; County Emergency Medical Service and Medical Transportation Ordinance; and policies and procedures promulgated by the El Dorado County Emergency Medical Services Agency. JPA shall have opportunity to provide input into El Dorado County Emergency Medical Services Agency policies and procedures through the Medical Advisory Committee.

Article II - Non-Competition

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

Article III - On-Scene Collections

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

Article IV - Market Rights and EMS Aircraft Services

County Service Area No. 7 is a non-exclusive operating area under the COUNTY's State confirmed EMS Plan. COUNTY reserves its rights to take any and all appropriate action, and to exercise its discretion with regard to any other public or private emergency and non-emergency medical transporters. The COUNTY reserves the right to utilize public or private EMS aircraft services as defined in Title 22, Chapter 8, Article 1, Section 100279, if such utilization is in the best interest of the public.

Article V - Lame Duck Provisions

In the event that another contractor is chosen to provide services at the conclusion of this Contract, the COUNTY recognizes that the JPA, for a period of several months, may be operating as a "lame duck" operator. During such a period of time, the JPA shall continue all operations to the best of JPA's ability prior to the award of contract to a new contractor, and the JPA shall be prohibited from making any changes in the JPA's methods of operation which could reasonably be considered to be aimed at cutting the JPA operating costs to maximize profits during the final stages of the Contract.

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

Article VI - Subcontractors

COUNTY acknowledges that JPA is a single point of contracting for the provision of prehospital Advanced Life Support and Dispatch Services, and that the JPA contracts with various fire protection districts and other public agencies for the provision of fire-based prehospital Advanced Life Support services and dispatch services. The JPA shall execute ALS Agreements with all member agencies within thirty (30) days of execution of this Contract.

Article VII - Term

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

Article VIII - Compensation for Services

The JPA acknowledges and agrees that this Contract is funded from three specific CSA No. 7 funding sources: CSA No. 7 Property Tax, CSA No. 7 Special Tax, and Ambulance Billing revenue, which are limited from year to year and may fluctuate from year to year, depending on the nature of the funding source. JPA agrees to meet with the COUNTY at

least annually prior to submission of the JPA's proposed budget to review expenditure and revenue projections for CSA No. 7. COUNTY and JPA agree to use the same financial data and assumptions for short-term and long-range financial planning purposes.

The JPA shall submit an annual proposed budget for ambulance services that falls within the fiscal constraints of the projected annual revenue to CSA No. 7 to the Public Health Department by March 1st of each year. The JPA shall at that time supply a complete list of the most current costs for all medications and supplies purchased by the JPA and utilized on the ambulances, so that medication and supply charges may be increased annually in keeping with the most current "Resolution to Adopt Ambulance Rate Schedule for County Service Area No. 7 for Ambulance Services". This list shall include the description of item(s), unit(s) of measure, and most recent cost(s).

The Public Health Department shall review and comment on the JPA's proposed annual budget within the CSA No. 7 budget. The CSA 7 budget will then be forwarded to the Chief Administrative Officer (CAO) who will then forward it to the El Dorado County Board of Supervisors. The Board's decision shall be the final determination of the budgeted compensation due the JPA in that annual period. An approved budget will allow spending to commence July 1st of each year.

Beginning each July 1st for the term of the contract, the JPA shall be advanced one-twelfth (1/12) of its approved budget for that fiscal year. Within five working days after the 1st day of each succeeding month of the contract year, the JPA will be reimbursed for all Department 87 expenditures in the previous month as recorded in the COUNTY's financial accounting system (i.e., FAMIS). Expenditures not yet recorded by the date of transfer shall be paid in the following month. In no case shall the JPA receive funds in excess of the total approved budget allocation without prior authorization by the Board of Supervisors. Any unspent balance and all interest earned throughout the year shall be returned to CSA No. 7 within sixty days of the completion of the final audit.

The Public Health Department shall submit letters to the County Auditor-Controller and to the JPA by June 30th of each year that verify the amount approved by the Board of Supervisors in the final adopted budget for the JPA.

A. General Provisions

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

B. Process for Use of the County's Accounting System

1. JPA shall use the County's accounting system at no charge to the JPA. The County's Auditor-Controller shall establish an appropriate accounting structure for the JPA's activities, and within that structure, JPA, in conjunction with the Public Health Department, shall make recommendations to the

County Auditor-Controller for the budget units and organizational design required. The County Auditor-Controller shall establish a new agency for JPA payroll at no cost to JPA.

2. JPA shall submit invoices for payment to the County Auditor-Controller on COUNTY approved claim forms, signed by an authorized signatory of the JPA previously designated as such. A signature card shall be submitted and be on file with the County Auditor-Controller for each authorized signatory. The JPA shall hold all contract funds in the County Treasury until the funds are expended by the JPA.
3. JPA shall have the responsibility to manage expenses such that the invoices submitted for payment do not exceed available revenue. The County Auditor-Controller shall not process payments if sufficient funds are not available, and shall notify the Director of Public Health and the JPA Executive Director if payment is not made due to insufficient funds.

C. Extraordinary Costs

1. Extraordinary costs associated with disaster response per Section VI, paragraph 5.B., of this Contract are to be included in the next scheduled monthly payment.
2. In the event that a budgeted expense is of such magnitude that this advance funding plan does not provide for sufficient funds in a funding period, the JPA shall work with the Director of Public Health to correct. If the expense cannot be postponed or paid in increments to coincide with the funding plan, the JPA shall place the request to COUNTY in writing, and when approved, the necessary funds shall be advanced.
3. In the event that the JPA has an unbudgeted expense for extraordinary costs associated with disaster response as set forth in section "1" hereinabove, which available funding will not support, JPA shall submit a letter of justification to the Director of Public Health. The Director of Public Health shall then submit to the Board of Supervisors a revised budget with his/her recommendation of approval or denial.
4. In the event that the JPA identifies other unbudgeted, extraordinary expenses which available funding will not support, the JPA shall notify the Director of Public Health before incurring said expense. The Director of Public Health shall submit the proposed expense to the Board of Supervisors with his/her recommendation for approval or denial.

D. Annual Audit

The JPA acknowledges and agrees that the Public Health Department shall contract for an outside certified public accountant to conduct an annual audit of the JPA's books and records. The audit period shall be July 1 through June 30, and shall be submitted to the Public Health Department by November 30 of each fiscal year. If audit findings exist, a corrective action plan shall be submitted to the Public Health Department within thirty (30) days of the date of the audit report. The Public Health Department shall forward the report to the County Auditor-Controller for corrective action and to the Board of Supervisors as a *"receive and file"*.

Article IX - Changes to Contract

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

Article X - Assignment and Delegation

The JPA is engaged by COUNTY for their unique qualifications and skills as well as those of their personnel. Except as otherwise stated herein, the JPA shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other entity without prior written consent of COUNTY. Any material change in control of the JPA shall be considered a form of assignment of the Contract, and must be approved by the Board of Supervisors. All subcontracts with member agencies to provide services under the terms of this Contract, which shall include the ALS agreement terms and provisions, shall be in place within three (3) months of the effective date of this Contract. A copy of any subcontract including policy of insurance shall be provided to the County EMS Agency within thirty (30) days of execution.

Article XI - Independent Contractor Liability

The JPA 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. The JPA 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.

The JPA 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 the JPA or its employees.

Article XII - Fiscal Considerations

The parties to this Contract recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18, of the California Constitution and other similar fiscal and procurement laws and regulations, and may not expend funds for products, equipment

or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY shall adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

Article XIII - Nondiscrimination in Services, Benefits, and Facilities

- A. The JPA certifies under the laws of the State of California that the JPA shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 129000 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.
- B. For the purpose of this Contract, discriminations on the basis of race, color, creed, national origin, sex, age, or physical or mental disability include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Contract; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.

Article XIV - Notice to Parties

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

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

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

or to such other location as the County directs.

Notices to the JPA shall be addressed as follows:

EL DORADO COUNTY PREHOSPITAL EMERGENCY SERVICES OPERATIONS
AUTHORITY
480 LOTUS ROAD
DIAMOND SPRINGS, CA 95619
ATTN: DAN FRANCIS, EXECUTIVE DIRECTOR

or to such other location as the JPA directs.

Article XV - Indemnity

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

Article XVI - Insurance

The JPA shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that the JPA maintains insurance that meets the following requirements set forth hereinafter. In addition, where the JPA authorizes its members to provide services specified under this Contract, the JPA

shall ensure either that the JPA'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 the JPA's subcontractor under this Contract:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of the JPA as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$3,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required on owned, hired, leased and non-owned vehicles used in connection with the JPA's business.
- D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$6,000,000 per occurrence.
- E. The JPA 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. The JPA 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, the JPA 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 the JPA agrees that no work or services shall be performed prior to the giving of such approval. In the event the JPA fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under

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

- I. The JPA'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 the JPA'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 the JPA shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. The JPA's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Contract.
- N. In the event the JPA cannot provide an occurrence policy, the JPA 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 XVII – HIPAA

Under this Agreement, the JPA will provide services to COUNTY, and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to the JPA for the purposes of carrying out its obligations. The JPA agrees to comply with all the terms and conditions of Appendix E, 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 the JPA and COUNTY, the JPA agrees to faithfully distribute to patient the El Dorado County Notice of Privacy Practices, to be supplied by COUNTY, before the first delivery of service for all non-emergency transfers and dry runs with patient contact,

where services were provided to patient. All Notices of Privacy Practices for emergency transfers will be mailed by El Dorado County Ambulance Billing as soon as practical following the provision of services.

Article XVIII – Patient Billing, Collection and Payment of Claims

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

SECTION IX – DEFAULT/BREACH, TERMINATION, AND CANCELLATION

Article I - County Review Process

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

changes and solicit comment from the JPA prior to submission to the Board of Supervisors for approval and/or funding.

Article II - Minor Breach of Contract

Minor breach shall mean failure to fulfill any of the terms and conditions of this Contract for which failures are not already provided for, and which failures do not amount to a major breach of the Contract as that term is defined herein. When the County EMS Agency Administrator has determined that a minor breach has occurred, the JPA 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 the JPA, a complaint may be made by the County EMS Agency Administrator to the Director of Public Health, who shall have the full and final authority to review the complaint, issue a determination, and, where appropriate, direct adjustments to be implemented so long as the adjustments do not result in any significant increased unbudgeted costs.

Article III - Major Breach of Contract

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

- A. Failure to operate the prehospital Advanced Life Support service system in a manner which enables COUNTY and the JPA to remain in substantial compliance with the requirements of the applicable federal and State laws, rules and regulations, and with the requirements of local ordinance(s), medical standards of COUNTY, and related rules and regulations. Minor infractions of such requirements as determined by the Director of Public Health shall not constitute a major breach of this Contract.
- B. Willfully substantiated falsification of data or information supplied to COUNTY during the course of operations, patient care report data, response time data, financial data, or willful downgrading of presumptive run code designations to enhance the JPA's apparent performance, or falsification of any other data required under this Contract.
- C. Failure to develop, maintain and/or comply with the JPA's approved System Status Management Plan for ambulance deployment.
- D. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance.
- E. Multiple minor breaches the cumulative effect of which is deemed a major breach, or any unremedied failure to comply with vehicle and equipment maintenance programs, or to maintain equipment in accordance with good maintenance practices, for which the Director of Public Health has notified the JPA of the noncompliance.

- F. Willful attempts by the JPA to intimidate or otherwise punish employees who file authenticated reports with COUNTY as to matters of the JPA's breach of this Contract.
- G. Multiple and unremedied failures of the JPA's employees and personnel to conduct themselves in a professional and courteous manner, and to present a professional appearance.
- H. Multiple and unremedied failures to comply with established billing and collection procedures, or failure to furnish the required prehospital care report/billing form and associated paperwork in its completed form within the time specified herein.
- I. Failure to cooperate with and assist COUNTY after a major breach has been declared and confirmed by the Board of Supervisors, as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond the JPA's reasonable control.
- J. Multiple minor breaches for failure to comply with response time requirements outlined in this Contract.
- K. Multiple minor breaches for failure to provide required monthly response data.
- L. Failure to maintain in force throughout the term of this Contract, including any extensions thereof, the insurance coverage required herein.

Article IV - County Major Breach

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

Article V - Notice Provisions For Major Breach

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

- D. Nothing in this section shall be construed as preventing the COUNTY from acting under Section XII, Item 1, Expedited Takeover Process, pursuant to this Contract.

Article VI - Appeal to the Director of Public Health

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

Article VII - Appeal to the Board of Supervisors

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

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

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

SECTION X – TAKEOVER PROCESS

Article I - Expedited Takeover

- A. Notwithstanding major breach, the COUNTY may immediately take over ambulance operations when the 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 the JPA, which shall then have a right to hearing before the Board of Supervisors. The takeover shall be effective pending the conducting of the hearing. The hearing shall be held within fifteen (15) days, and the written decision shall be issued within fifteen (15) days thereafter to continue, terminate or modify the takeover.
- B. The COUNTY may terminate the takeover period at any time, and return the operations to the JPA. The takeover period shall last as long as the Director of Public Health believes is necessary to stabilize the prehospital Advanced Life Support services system to protect the public health and safety.

Article II - Takeover Cooperation

- A. The JPA's cooperation and full support of such emergency takeover shall not be construed as acceptance by the JPA of the finding of major breach, and shall not in any way jeopardize the JPA'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 the JPA to cooperate fully with the 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 the 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 COUNTY owned vehicles and equipment and JPA owned vehicles and equipment utilized in the performance of this Contract.

Article III - Final Authority

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

Article IV - 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 the JPA 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 V - Interest of Contractor

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

Article VI - California Residency (Form 590)

All independent contractors providing services to the COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The JPA 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 the JPA during the term of the Contract. This requirement applies to any contract exceeding \$1,500.00.

Article VII - 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. The JPA waives any removal rights it might have under Code of Civil Procedure Section 394.

Article VIII - Year 2000 Compliance

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

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

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

Article IX - Administrator

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

Article X - 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 XI - 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 XII - Entire Contract

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

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

COUNTY OF EL DORADO

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

Date: 6/27/06

**ATTEST:
Cindy Keck, Clerk**

By: Cindy Keck Date: 6/27/06
Deputy Clerk

The JPA

John Klingberg
John Klingberg
Chairperson, JPA Board of Directors

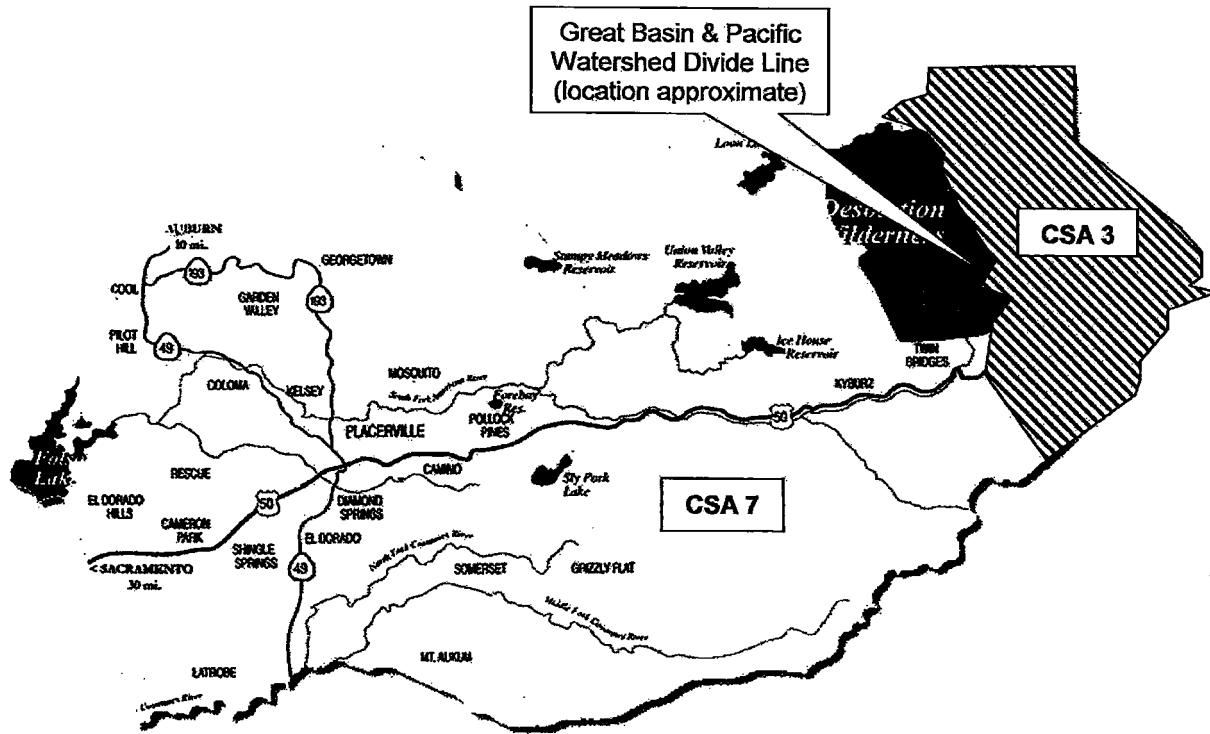
Date _____

ATTEST

By: Joseph E. Sweeney Date: _____
JPA Board Secretary

Appendix A

Primary Response Area – Map and Description



Description

County Service Area 7 served under this contract includes all of El Dorado County west of the Great Basin & Pacific Watershed Divide Line. Due to practical considerations regarding access and unit deployment, ambulances from CSA 7 will typically respond east on Highway 50 to Twin Bridges and into western portions of the Desolation Wilderness.

Appendix B

CSA 7 Fixed Assets Inventory As of June 30, 2006

Tag	Index	Loc	Class/Sub Description	Description	Department Notes	Acquired	CV Number	Amount	
16474	408210	11	44511	Lab Medical Equipment	W/MATRESS ALL LEVEL	2006	CSA #7 M226	Mar-84	608.12
21636	408210	11	42510	Radio	MOTOROLA F387 #387APW0023	2005	CSA #7 Communications (unable to locate)	Mar-90	2,471.92
21637	408210	11	42510	Radio	MOTOROLA F387 #387APW0024	2005	CSA #7 Communications (unable to locate)	Mar-90	2,471.92
21655	408210	5	44511	Lab Medical Equipment	LIFEPACK 5 SN00051371	2005	CSA #7 JPA Admin	Mar-88	10,556.73
22476	408210	10	44511	Lab Medical Equipment	OHMEDA MODEL #3740 SN FMQT02581	2005	CSA #7 DIA SPR M-248	Apr-91	2,210.10
22477	408210	7	44511	Lab Medical Equipment	OHMEDA MODEL #3740 SN FMQU00448	2005	CSA #7 ED HILLS M-285 (unable to locate)	Apr-91	2,210.10
22480	408210	8	44511	Lab Medical Equipment	OHMEDA MODEL #3740 SN FMQU00499	2005	CSA #7 CO. FIRE M-217 (unable to locate)	Apr-91	2,210.10
22481	408210	5	44511	Lab Medical Equipment	OHMEDA MODEL #3740 SN FMQU00436	2005	CSA #7 JPA Admin	Apr-91	2,210.10
24435	408210	11	44512	Hospital Furniture	#29-M W/MATTRESS & STRAPS	2005	CSA #7 Sta. 17	Jun-93	1,754.61
25046	408210	10	44511	Lab Medical Equipment	W/PACE SN031830	2004	CSA #7 DIA SPR M-248	May-94	9,625.88
25048	408210	10	44511	Lab Medical Equipment	SUPPORT FOR LP10 SN028119	2004	CSA #7 DIA SPR M-48	May-94	1,618.39
25363	408210	8	44511	Lab Medical Equipment	ER N-20 W/SENSOR SN: 20858927	2006	CSA #7 CO. FIRE M-225	Jul-95	1,045.89
25364	408210	8	44511	Lab Medical Equipment	ER N-20 W/SENSOR SN: 20849661	2006	CSA #7 CO. FIRE M-19 (unable to locate)	Jul-95	1,045.89
25365	408210	10	44511	Lab Medical Equipment	ER N-20 W/SENSOR SN:	2006	CSA #7 EDHFD E-285	Jul-95	1,045.89
25366	408210	8	44511	Lab Medical Equipment	ER N-20 W/SENSOR SN: 20861555	2006	CSA #7 CO. FIRE M-17 (unable to locate)	Jul-95	1,045.89
25751	408210	5	42510	Radio	MT1000 VHF LOW 546AWW0209	2005	CSA #7 JPA Admin	Dec-96	670.31
26186	408210	5	44511	Lab Medical Equipment	804200-28 SN036619	2005	CSA #7 GEORGETOWN E-61	Oct-95	9,979.61
26208	408210	5	44511	Lab Medical Equipment	STOKES STRETCHER 71S	2010	CSA #7 GEORGETOWN Sta 62	Dec-95	595.56
26272	408210	7	44511	Lab Medical Equipment	LP10 W/PACE SN039620	2005	CSA #7 JPA Admin	Apr-96	9,949.10
27462	408210	8	44511	Lab Medical Equipment	DEFIBRILLATOR LIFEPAK 10 SN5518545	2008	CSA #7 CO FIRE M-219	Apr-98	9,784.03
27496	408210	14	44511	Lab Medical Equipment	DEFIBRILATOR LIFEPAK 10 SN6043035	2008	CSA #7 GARDEN VALLEY	Apr-98	9,786.79
27607	408210	11	42510	Radio	GE MASTR III 450-470 MH REPEATER	2010	CSA #7 COMM - BIG HILL	Sep-95	7,235.75
27608	408210	11	42510	Radio	GE MASTR 111 450-470 MH REPEATER	2010	CSA #7 COMM. DANAHER	Sep-95	7,239.38
29412	408210	11	42012	Sport Utility Vehicle	CHEROKEE 4WD VIN J4FF48S7YL248028	2007	CSA #7 JPA Admin	May-00	21,732.91
29527	408210	8	44511	Lab Medical Equipment	ZOLL DEFIBRILLATOR SNT00H14692	2010	CSA #7 CO. FIRE M-26	Sep-00	9,083.75
29528	408210	8	44511	Lab Medical Equipment	ZOLL DEFIBRILLATOR SNT00G13790	2010	CSA #7 CO. M-217	Sep-00	9,083.75
29529	408210	15	44511	Lab Medical Equipment	ZOLL DEFIBRILLATOR SNT00H14257	2010	CSA #7 PIONEER	Sep-00	9,083.75
29530	408210	16	44511	Lab Medical Equipment	ZOLL DEFIBRILLATOR SNT00H14687	2010	CSA #7 RESCUE	Sep-00	9,083.75
29531	408210	7	44511	Lab Medical Equipment	ZOLL DEFIBRILLATOR SNT00H14695	2010	CSA #7 EL DORADO HILLS M-285	Sep-00	9,083.75
29533	408210	8	44511	Lab Medical Equipment	ZOLL BATTERY CHARGER SN H00H08304	2010	CSA #7 CO. FIRE STA 25	Sep-00	0
29534	408210	15	44511	Lab Medical Equipment	ZOLL BETTERY CHARGER SNH00H08300	2010	CSA #7 PIONEER	Sep-00	0
29535	408210	16	44511	Lab Medical Equipment	ZOLL BATTERY CHARGER SN H00H08303	2010	CSA #7 RESCUE	Sep-00	0

29691	408210	11	42510	Radio	ERICSSON VHF REPEATER S/N 0623872	2016	CSA #7 COMM. PINE HILL	1-Apr		4,726.77
29692	408210	11	42510	Radio	ERICSSON VHF REPEATER S/N 0623873	2016	CSA #7 COMM. SCOUTS PK	1-Apr		4,726.78
29787	408210	11	44511	Lab Medical Equipment	SQUADMATE EXCEL GURNEY	2006	CSA #7 EDCFD Sta 19	1-Mar		2,990.65
30510	408210	11	40502	Laptop	DELL LATITUDE C800 S/N 86ZF011	FY 06- 07	CSA #7 Camino Dispatch	1-Dec	CV2214950	2,669.65
30666	408210	11	40501	Computer	DELL OPTIPLEX GX240 P4 S/N 97WP711	FY 06- 07	CSA #7 JPA Admin	2-Mar	CV2226246	0
30889	408210	11	42511	Repeater	VHF MASTER REPEATER S/N 0781747	2017	CSA #7 COMM. SAC HILL	2-Jan	CV2219294	4,811.79
30890	408210	11	42511	Repeater	VHF MASTER REPEATER S/N 0781745	2017	CSA #7 COMMUNICATIONS	2-Jan	CV2219294	4,811.79
30891	408210	11	42511	Repeater	VHF MASTER REPEATER S/N 0781746	2017	CSA #7 COMMUNICATIONS	2-Jan	CV2219294	4,811.79
30892	408210	11	42511	Repeater	VHF MASTER REPEATER S/N 0781748	2017	CSA #7 COMMUNICATIONS	2-Jan	CV2219294	4,811.79
31544	408210	11	42510	Radio	MOTOROLA CDM 1550 S/N 103TCLC945	2010	CSA #7 JPA ADMIN	2-Jun	CV2238146	0
31545	408210	11	42510	Radio	MOTOROLA CDM 1550 S/N 103TCLC952	2010	CSA #7 COMMUNICATIONS	2-Jun	CV2238146	0
31707	408210	3	42511	Repeater	REPEATER EQUIPMENT	2017	CSA #7	2-Aug	CV2301015	5,942.53
31781	408210	3	42511	Repeater	VHF MASTER REPEATER S/N0625553Purchased from Dmd Spmgs Fire	2016	CSA #7	1-Sep		6,864.28

Appendix C

Specifications for the Marking of El Dorado County Ambulances

A. Vehicle Striping - General

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

B. Medic Unit Identification Plate Specifications

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

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

a. The driver and passenger sides have the same words identifying *El Dorado County Emergency Medical Services* (Font Style Clarendon). The words *El Dorado County* are 6 inch red reflective letters with a $\frac{1}{4}$ inch black pin stripe around each letter. The highest arch of the lettering is located 12 inches from the bottom of the drip rail. The words *Emergency Medical Services* are 4 inch red reflective letters with a $\frac{1}{4}$ inch black pin stripe around each letter. The words *Emergency Medical* are 6 inches below the highest point of the arch of the letters *El Dorado County*. The word *Services* is 3-inch below *Emergency Medical*.

b. The word *Fire* is 13 $\frac{1}{8}$ inches from the rear of the ambulance. The lettering is white reflective with a $\frac{1}{4}$ inch black pin stripe around each letter. The lettering is applied over the red stripe.

c. Except where otherwise noted, all numbers and lettering font style is Helvetica.



Figure 1 – Driver's Side View



Figure 2 – Passenger Side View

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

a. Medic Unit Number Plate

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

The top of the passenger side number plate is located 9 ¾ inches below the top of the door drip line and centered on the compartment door.

b. Medic Unit Number

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

c. Paramedic

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

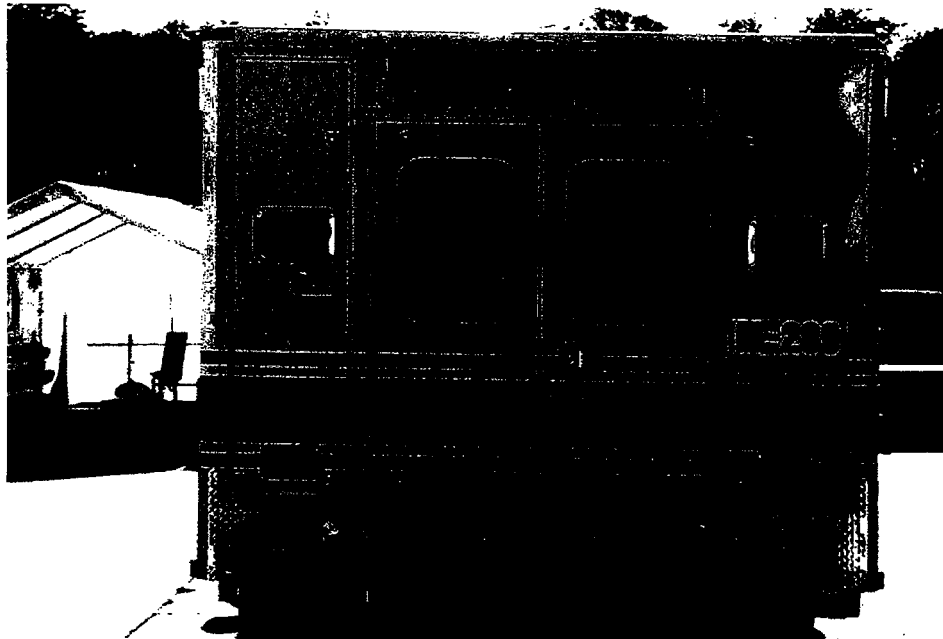


Figure 3 – Rear View

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

a. Medic Unit Number

The top of the number plate is located 8 ¼ inches below the bottom of the light bar and inset 10¾ inches from the edge of the trim piece on the front of the patient cabin.

b. Paramedic

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



Figure 4 – Front View

Appendix D

SECURITY AGREEMENT

between

El Dorado County Regional Prehospital Emergency
Services Operations Authority

and

The County of El Dorado

This Security Agreement is entered into on _____, between the El Dorado County Regional Prehospital Emergency Services Operations Authority (hereinafter referred to as "JPA"), whose principal place of business is 480 Locust Road, Diamond Springs, CA 95619, and the County of El Dorado (hereinafter referred to as "County") a political subdivision of the State of California.

WHEREAS, the JPA is under contract to provide advanced life support services to County (A copy of the **Contract for Prehospital Advanced Life Support and Dispatch Services between El Dorado County and El Dorado County Regional Prehospital Emergency Services Operations Authority** is attached hereto as Exhibit A, and referred to hereinafter as "EMS Agreement"); and

WHEREAS, the EMS Agreement includes takeover rights for County to assume operations should there be a major breach of contract, which would include use of JPA owned vehicles and equipment with which to provide advanced life support services;

NOW, THEREFORE, The JPA agrees as follows:

the JPA grants to County a security interest in the following described property, referred to in this Agreement as the Collateral:

(A description of all vehicles and equipment to be used as Collateral is to appear here)

The JPA warrants the Collateral is to be used in the provision of ambulance services under the EMS Agreement dated January 1, 2001. The JPA's chief place of business is 480 Locust Road, Diamond Springs, CA 95619. Records regarding the Collateral and its assigned location will be kept at this address.

Title

1. Except for the security interest granted to the vendor, and to COUNTY, which is the subject of this Agreement, by this Agreement, the JPA has, or on acquisition will have, full title to the Collateral free from lien, security interest, encumbrance, or claim, and the JPA, at the JPA's cost and expense, will defend any action that may affect the County's security interest in, or the JPA's title to, the Collateral.

Financing Statement

2. The parties will execute any Financing Statements that may be required by the Uniform Commercial Code as enacted in California to perfect the security interest in the Collateral retained by the County under this Agreement. The Financing Statements will be on forms approved by the California Secretary of State, will be executed with this Agreement, and will be filed as required by the Uniform Commercial Code as enacted in California.

Sale, Lease, or Disposition of Collateral

3. The JPA will not sell, contract to sell, lease, encumber, or dispose of the Collateral or any interest in it without the written consent of the County until this Security Agreement is satisfied in accordance with the terms and conditions of the EMS Agreement.

Insurance

4. Until final termination of this Security Agreement, the JPA, at the JPA's own cost and expense, will insure the Collateral with companies acceptable to the County against the casualties and in the amounts that the County will reasonably require, with a loss payable clause in favor of the JPA and County as their interests may appear. County is authorized to collect sums that may become due under any of the insurance policies and apply them to the obligations secured by this Security Agreement. The JPA must deliver a duplicate copy of each such policy to County.

Protection of Collateral

5. The JPA will keep the Collateral in good order and repair and will not waste or destroy the Collateral or any part of it. The JPA will not use the Collateral in violation of any statute or ordinance, and County will have the right to examine and inspect the Collateral at any reasonable time.

Taxes and Assessments

6. The JPA will pay promptly when due all taxes and assessments on the Collateral, or any part of the Collateral, or for its use and operation.

Location and Identification

7. The JPA will keep the Collateral identifiable, and easily located for as long as this Security Agreement remains in effect.

Security Interest in Proceeds and Accessions

8. The JPA grants to County a security interest in and to all proceeds, increases, substitutions, replacements, additions, and accessions to the Collateral and to any part of the Collateral. This provision shall not be construed to mean that the JPA is authorized to sell, lease, or dispose of the Collateral without the prior written consent of County.

Reimbursement of Expenses

9. At the option of County, County may discharge taxes, liens, interest, or perform or cause to be performed for and on behalf of the JPA any actions and conditions, obligations, or covenants that the JPA has failed or refused to perform. In addition, County may pay for the repair, maintenance, and preservation of the Collateral. County also may enter the premises where the Collateral or any part of it is located and cause to be performed as agent and on the account of the JPA any acts that County deems necessary for the proper repair or maintenance of the Collateral or any part of it. All sums expended by County under this paragraph, including but not limited to, attorneys' fees, court costs, agent's fees, or commissions, or any other costs or expenses, will bear interest from the date of payment at the annual rate of _____ percent, will be payable at the place designated in the JPA's note, and will be secured by this Security Agreement.

Change of Place of Business

10. The JPA will promptly notify County of any change of the JPA's chief place of business, or place where records concerning the Collateral are kept.

Attorney-in-Fact

11. The JPA appoints County as the JPA's attorney-in-fact to do any act that the JPA is obligated by this Security Agreement to do, to exercise all rights of the JPA in the Collateral, to make collections, to execute all papers and instruments, and to do all other things necessary to preserve and protect the County's security interest in the Collateral.

Time of Performance and Waiver

12. The failure of County to exercise any right or remedy will not constitute a waiver of any obligation of the JPA or right of County and will not constitute a waiver of any other similar default that occurs later.

Default

13. The JPA will be in default under this Security Agreement on the occurrence of any of the following events or conditions:

(a) Default in the EMS Agreement;

(b) Loss, theft, substantial damage, or destruction of the uninsured Collateral, sale, or additional encumbrance to or of any of the Collateral without compliance with Article 1, B (3) of the JPA Agreement as amended, or the making of any levy, seizure, or attachment of or on the Collateral; or

(c) Death, dissolution, termination of existence, insolvency, business failure, appointment of the JPA, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against the JPA.

Remedies

14. On the occurrence of any event of default, County may exercise its takeover rights in accordance with the terms and conditions of the EMS Agreement.

In the event of a takeover, County may require the JPA to assemble the Collateral and make it available to County at any place to be designated by County that is reasonably convenient to both parties, or County may proceed in accordance with the terms and conditions of the EMS Agreement.

Governing Law

15. This Security Agreement will be construed in accordance with the laws of the State of California. All obligations of the parties created under this Security Agreement are performable in El Dorado County, California.

Parties Bound

16. This Security Agreement will be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Security Agreement.

Attorneys' Fees

17. If any litigation is begun between the parties to this Security Agreement concerning the Collateral, this Security Agreement, or the rights and duties of either party, the prevailing party will be entitled to a reasonable sum as reimbursement for that party's attorneys' fees and legal expenses.

Validity and Construction

18. If any one or more of the provisions contained in this Security Agreement is for any reason held to be invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability of that provision will not effect any other provision of this Security Agreement, and this Security Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

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

COUNTY OF EL DORADO

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

Date

ATTEST
(insert name here), Clerk

By: _____ Date: _____
Deputy Clerk

The JPA

John Klingberg
Chairperson, JPA Board of Directors

Date

ATTEST

By: _____ Date: _____
JPA Board Secretary

EL DORADO COUNTY REGIONAL PREHOSPITAL EMERGENCY
SERVICES OPERATIONS AUTHORITY (JPA)

SUBJECT: PURCHASING PROCEDURES

POLICY NO. 307

PURPOSE: The purpose of this policy is to adopt policies and procedures governing the purchase of supplies and equipment by the JPA in accordance with the Government Code, Section 54201.

I. Definitions

- A. Formal Bid: means the procurement procedure in which the request for bid for product is submitted in writing, circulated to all vendors on an established bidders list for the commodity, received in writing by a stated deadline and awarded at a regular meeting of the JPA Board of Directors. The bid shall be advertised in a local newspaper.
- B. Informal Bid: means the procurement procedure in which the request for quote for product is done by telephone, solicited from a minimum of three vendors and awarded by the JPA Board of Directors.
- C. Fixed assets: means any item of equipment having an estimated useful life of three years or more, and a purchase price of \$5,000 and capable of being permanently identified as an individual unit of property, and belonging to one of the general classes of property considered a fixed asset in accordance with generally accepted accounting practice.
- D. General Conditions: (Attachment A) shall be attached to each bid specification. These conditions inform bidders of the JPA's terms and conditions for brands, taxes and awarding of the bid.

II. Forms and Procedures

- A. Only the JPA Executive Director or his designated representative may approve and sign direct purchase orders in the total amount of four thousand nine-hundred ninety-nine and 99/100 dollars (\$4,999.99) or less.

The JPA Executive Director shall or designees shall strictly adhere to written purchasing procedures as issued from time to time by the Board of Directors.

III. Emergency Purchases

- A. Emergency purchases may be made by any person or official authorized to sign purchase orders when the JPA Executive Director is not immediately available and the item or items so purchased are immediately necessary for the preservation of life or property. Such emergency purchases shall be subsequently submitted by the originating person to the JPA Executive Director for his/her approval and confirmation by the JPA Board of Directors. The purchase order shall contain a brief statement of the nature of the emergency.

IV. Purchase Over Budget Prohibited

Except as otherwise provided by state law, no purchase of materials, supplies, fixed assets or contractual services shall be made in excess of the appropriations allowed therefore in the JPA budget.

V. Gratuities

The acceptance of any gratuity in the form of cash, merchandise or any other thing of value by an office or employee of the JPA from a vendor or contractor, or prospective vendor or contractor is prohibited and shall be a cause for disciplinary action.

VI. Bid Calling and Award

Anyone involved in the bid preparation and award process should disqualify themselves if they have any financial interest in any of the bidders organizations or if they have any personal relationships with any of the bidders.

1. Informal Bid

The procedure to obtain a quote for furnishing supplies, material, contract services or equipment to the JPA where the unit price is in excess of five hundred dollars (\$500) and less than four thousand nine hundred ninety-nine and 99/100 (\$4,999.99) or the combined total price of multiple units of \$15,000 or less is as follows:

- a. Price quotes shall be obtained from three vendors.
- b. Selection of the vendor should be based on best buy (best quality for reasonable price), not necessarily the lowest priced product.

The JPA Executive Director shall review the quote, compute and determine the most responsive bidder, submit a summary and recommendation of the quote award for inclusion as a regular agenda item. In the event the JPA Executive Director cannot for reasons of omission or errors determine a best responsive bidder then the JPA Executive Director shall cancel the quote and the quote process will be repeated until the lowest responsible bid can be determined and recommended.

2. Formal Bid

The procedure for letting a contract for furnishing supplies, material, or equipment to the JPA where the unit price is in excess of five thousand dollars (\$5,000) or the amount allowed by Government Code, whichever is greater, and such other contracts and sales as the JPA may designate shall be as follows:

- a. *Call for Bids* – Request for price quotes or bids should be appropriately advertised to attract bidders.
- b. *Opening Bids* – At the times fixed for opening bids the JPA Executive Director shall publicly open the bids received and announce the name of each bidder.

The JPA Executive Director shall return unopened any bids received after the time fixed for opening bids with the notation that the bid was filed too late.

The JPA Executive Director shall review the bids, compute and determine the most responsive bidder. The Executive Director shall submit a summary and recommendation of bid award for inclusion as a regular agenda item. In the event the JPA Executive Director cannot, for reasons of omission or errors determine a best qualified bidder, then the JPA Executive Director shall cancel the bid and the bid process will be repeated until the lowest responsible bidder as determined by the bid award selection criteria can be determined and recommended.

- c. *Award or Rejecting Bid* – Following recommendation for award, the JPA Board of Directors shall consider the bids received and shall either:

- 1) Reject any and all non-responsive bids, and waive minor irregularities.
- 2) Reject all bids and determine whether to rebid and/or
- 3) Award the contract to the lowest responsive responsible bidder.

In determining a lowest responsive, responsible bid, the board shall also consider the quality of the items offered and their conformity to the bid specifications, the delivery and discount terms, any conditions attached to the bid, and other information considered pertinent to the decision making process

A selection committee composed of the JPA Executive Director and members appointed by the JPA Board of Directors shall review the bids and make a recommendation to the board to either accept or reject the bid.

- d. *Executing Contract* – After awarding the bid, and before performance by the successful bidder, a written contract shall be executed by the JPA Board of Directors on behalf of the JPA and the successful bidder, as deemed appropriate by circumstances. As a general rule, the JPA purchase order form shall serve as contract with the successful bidder, providing all preceding steps on award of bids in excess of five thousand dollars (\$5,000) have been observed.
- e. *Dispensing with Bids* – The JPA Board of Directors may dispense with the bidding procedures required by this section and make the purchase or contract with any firm or person on such items as deems advisable when and if the board finds that competitive bidding would not be in the public interest because of emergency or because the unique nature of the property or service required precludes receiving bids. Such findings and the reasons therefore shall be recorded in the minutes of the board.
- f. *Purchasing Protest Procedure* – The protest procedure is an extension of the formal bid process, which allows recourse to bidders who wish to protest bid results or the method by which a bid request was processed. This procedure is only made available after all informal methods have failed to reach a solution.

Upon the completion of the bid evaluation and concurrently with recommendation to the JPA Board of Directors for award, the Executive Director shall notify “all bidders” of the successful bidder: brand, model, and price quoted; any other pertinent information, and the date on which the award will be made by the JPA Board of Directors. All bidders may attend the Board meeting and address the Board at that time.

Procedure:

If a bidder wishes to protest the award, the procedure shall be as follows:

- 1) Within five (5) days from the date of the "all bidders" letter, protesting bidder shall submit a letter of protest to the Executive Director, specifically stating the reason for the protest, such as the law, rule, regulation or criteria on which the protest is based.
- 2) If the Executive Director finds the protest to be valid, the recommendation and/or award may be rescinded. If the Executive Director does not find the protest valid, response stating the reason for refusal shall be submitted in writing to protestor within five (5) working days from the receipt of the protest.
- 3) In the event the Executive Director and the vendor are unable to reach an agreement, the protest may be submitted to the JPA Board of Directors requesting the Board to consider the protest as a regular agenda item. The decision of the Board shall be final in accepting or rejecting the protest.

VII. Records

The location of purchasing records developed pursuant to the provisions of this policy shall be in the office of the JPA Executive Director. All such records including, but not restricted to, bid documents and purchase orders shall be open and available for perusal by all members of the public and government.

EFFECTIVE DATE: July 1, 2006

REVISED:

SIGNATURE: 
Executive Director, JPA

**El Dorado County Regional Prehospital
Emergency Services Operations Authority (JPA)**

GENERAL CONDITIONS

Instructions to Bidders:

- (1) Bidders are responsible to see that the bid is received at the JPA prior to the bid opening deadline. Late bids will be returned unopened.
- (2) All bids must be submitted in ink on the bid form. Cover letters, additional sheets, etc. may be included. The total bid excluding sales tax must appear on the Bid Form as indicated on the cover page.
- (3) Erasures are NOT acceptable. Changes must be lined out and corrections inserted adjacent and initialed by the bidder's authorized representative. Use of correction fluid or tape is not acceptable.
- (4) All bids must include the company name and address and must be signed by an authorized representative of the company; signature must be an original signature, or an original signature stamp, on the Bid Form.
- (5) Alternate or incomplete bids will NOT be accepted.
- (6) The JPA, at its sole option, may correct arithmetic or extension errors, and obtain clarification, if necessary.
- (7) If no terms discount is to be offered, the terms portion of the bid form shall state "NET".
- (8) If delivery specified is impossible, bidder must state best delivery available on the Bid Form. Number of days shall mean calendar days After Receipt of Order (ARO). Bids quoting delivery beyond any deadline specified in the Bid invitation may be rejected.
- (9) Bid modifications, corrections, or additions received beyond the bid deadline will NOT be considered.
- (10) Telephone or facsimile bids will NOT be accepted.
- (11) Bid prices shall be firm for a minimum of sixty (60) calendar days from the bid opening unless otherwise indicated on the bid form.
- (12) By submitting a response to this Invitation to Bid, Bidder acknowledges and accepts the JPA's standard terms and conditions.
- (13) Any alteration to the Invitation to Bid must be added in addendum form, and must be issued by the JPA.
- (14) Protest Procedure: JPA Policy provides the procedure for the protest process. A copy of the policy is available upon request.

Brands:

- (1) The use of brand and/or manufacturer names in the bid specification is for descriptive purposes only. Unless

otherwise specified, products of comparable quality and performance will be considered.

- (2) Bidders offering other than the referenced brands are to note their brand name and catalog model number on the bid form.

Taxes:

- (1) Bidders shall NOT include Federal Excise Taxes. An exemption certificate will be furnished to the successful bidder upon request.

Samples:

- (1) Samples of items, when required, must be furnished to the JPA at the bidder's expense. If possible, samples will be returned upon request and at the bidder's expense.
- (2) Samples of selected items may be retained for comparison.

Bonds:

- (1) The JPA reserves the right to require the successful bidder to provide a performance bond in an amount determined by the JPA.
- (2) Certification of the performance bond shall be required following bid award and prior to the release of a purchase order.
- (3) Unless specifically required on the Bid Form, bidder's bonds will NOT be required.

Award:

- (1) Regardless of amount, unless specifically approved by the JPA Board, award shall be made to the lowest responsive responsible bidder.
- (2) In determining qualified bidders, consideration will be given to quality, delivery, warranty, compatibility with existing equipment, and any other information considered to be in the best interests of the JPA.
- (3) It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.
- (5) The JPA is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate (M/F/H).
- (6) If the bid is on an all or nothing basis, bidder shall so state. The JPA reserves the right to make awards on individual items of a multiple item bid if deemed to be in the best interest of the JPA.
- (7) The JPA reserves the right to reject any and all bids, or to waive any informality or nonsubstantial irregularity in any bid.
- (8) The JPA reserves the right to purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. Bidder shall also have the right to refuse sale in reduced quantities; in such instances, the award shall go to the next lowest qualified bidder.

- (9) In case of default by vendor, the JPA may procure the articles or service from other source and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of vendor, if any, or by legal process against vendor. The prices paid by JPA shall be considered the prevailing market price at the time such purchase is made.

Appendix E

HIPAA Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

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

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

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

Contractor of a use or disclosure of PHI by Contractor in violation of this Business Associate Agreement.

- D. Report to County any use or disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware.
- E. Require sub-contractors or agents to whom Contractor provides PHI to agree to the same restrictions and conditions that apply to Contractor pursuant to this Business Associate Agreement.
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the County.
- G. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County and to follow generally accepted system security principles as required in final rule 45 CFR Parts 160-164.
- H. Contractor will report any security incident of which it becomes aware to the County. Security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans or "pings".
- I. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.
- J. May use PHI to report violations of law to appropriate Federal and State Authorities, consistent with § 164.502(j) (1).

4. PHI Access, Amendment and Disclosure Accounting. Contractor agrees to:
- A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County.
 - B. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to at the request of County or an Individual within sixty (60) days of the request of County.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) Contractor agrees to document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (2) Contractor agrees to provide to County or an Individual, within sixty (60) days, information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) Contractor shall have available for the County the information

required by this section for the six (6) years preceding the County's request for information (except the Contractor need have no information for disclosures occurring before April 14, 2003).

- D. Make available to the County, or to the Secretary of Health and Human Services, Contractor's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining Contractor's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from County, make available any and all information necessary for County to make an accounting of disclosures of County PHI by Contractor.
- F. Within sixty (60) days of receiving a written request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in Contractor's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that County would be prohibited from making.

5. Obligations of County.

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

6. Term and Termination.

- A. Term – this Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County

to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

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

7. HIPAA Business Associate Indemnity

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

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

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

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

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this

Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

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

Appendix F

**EL DORADO COUNTY
AMBULANCE RATE SCHEDULE**

Effective July 1, 2006

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

* **ALS Emergency Base Rate:** This base rate is charged for all ambulance transports in which an emergency Code 3 response (lights and siren) was required, or emergency treatment rendered, or any type of Advanced Life Support procedure was involved.

** **ALS Non-Emergency Base Rate:** This base rate is charged for non-emergency transfers which can be scheduled from a private residence, nursing facility, or hospital and not requiring an emergency response.

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

**** **Medical Supplies & Drugs:** Medical supplies and drugs are billed in addition to other applicable fees at net cost plus a handling charge of 15% to cover the direct costs of materials, ordering, shipping and inventory control.

