



CONTRACT # 4238

for

PREHOSPITAL ADVANCED LIFE SUPPORT, AMBULANCE AND
DISPATCH SERVICES

Between

County of El Dorado

and

CALIFORNIA TAHOE EMERGENCY SERVICES OPERATIONS
AUTHORITY

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AGREEMENT FOR SERVICES #
Prehospital Advanced Life Support and Dispatch Services

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and California Tahoe Emergency Services Operations Authority, whose principal place of business is 2211 Keetak Street, South Lake Tahoe, CA 96150, (hereinafter referred to as "Operations Contractor");

RECITALS

WHEREAS, County desires to ensure that when persons in the County of El Dorado request, or have dispatched, prehospital Advanced Life Support service, be it for an emergency, 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 County of El Dorado Emergency Medical Services Agency; and

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

WHEREAS, County desires to contract with Operations Contractor for the provision of Prehospital Advanced Life Support ambulance services and dispatch services; and

WHEREAS, Operations Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that providing ambulance services through an Operations Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Operations Contractor mutually agree as follows:

ARTICLE I – DEFINITIONS

- 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 emergency medical services 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 U.S. Department of Health and Human Services, Federal Health Care Finance Administration, and Health and Safety Code § 1797.52.
- 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.
- Ambulance arrival at the Emergency Department (ED) - the time ambulance stops at the location outside the hospital ED where the patient will be unloaded from the ambulance.
- Ambulance Billing means a County department/division or contractor authorized by the Board of Supervisors to perform ambulance billing on behalf of the County.
- Ambulance Patient Offload Time (APOT) the time interval between the arrival of an ambulance patient at an ED and the time that the patient is transferred to an ED gurney, bed, chair, or other acceptable location and the emergency department assumes responsibility for care of the patient as defined in Health and Safety Code Section 1797.120. (b).
- Ambulance Service means a licensed person or entity that is specially trained, equipped, and staffed to provide ambulance transportation services, including providing care to ill or injured persons.
- Arrival at the Scene means the moment an ambulance crew notifies the Dispatch Center that it is fully physically stopped (wheels stopped) at the location where the ambulance or medical transportation vehicle shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g., pickup point or staging areas for hazardous scenes), arrival “at scene” shall be the time the ambulance or medical transportation vehicle arrives at the pickup point or designated staging location (wheels stopped). The County EMS Agency Medical Director may require Operations Contractor to log time “at patient” for medical research purposes. However, during the term of this Agreement, “at patient” time intervals shall not be considered part of the contractually stipulated response time.

- Base Hospital means one of a limited number of hospitals that, upon designation by the local EMS agency and upon the completion of a written contractual agreement with the local EMS agency, are responsible for directing the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the local EMS agency in accordance with Health and Safety Code Section 1797.58 and Title 22 Section 100169.
- Basic Life Support (BLS) means the level of service including emergency medical care and transport of injured or ill persons performed by authorized personnel who possess a valid certificate to perform the procedures specified in Health and Safety Code Section 1797.60.
- Cancelled Run means a call that is cancelled prior to making patient contact.
- County means the County of El Dorado, a political subdivision of the State of California. The County of El Dorado Chief Administrative Office through the County of El Dorado Emergency Medical Services Agency is responsible for the direct oversight of prehospital emergency and non-emergency medical care in the County of El Dorado.
- 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.
- Critical Care Transport Paramedic means an Emergency Medical Technician-Paramedic (EMT-P) that has been specifically trained and authorized to provide certain critical care services that are beyond the normal scope of EMT-P's working within the County, in accordance with Title 22 Section 100144.
- Dedicated Standby Ambulance, for the purposes of this Agreement, means a fully staffed ambulance committed to provide standby ambulance services during the course of a special event.
- Designated Dispatch Center, for the purposes of this Agreement, means the dispatch agency designated by El Dorado County as the Command Center for the El Dorado County Service Area No. 3 Primary Response Area to dispatch and track requests for emergency medical services within El Dorado County.
- Dry Run means a call that does not result in a patient transport.
- Electronic Prehospital Care Report (ePCR) means an electronic form approved by the County of El Dorado EMS Agency for the purpose of documenting all patient care provided in the County of El Dorado. The ePCR shall also include all required billing information.

- Emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel, a public safety agency, or may reasonably be perceived by any prudent layperson; any sudden or serious illness or injury requiring immediate medical or psychiatric attention under such circumstances in which a delay in providing such services may aggravate the medical condition or cause the loss of life or an unknown situation; furthermore, any case declared to be an emergency by a physician or determined to be an emergency through the use of an Emergency Medical Dispatch system approved by the County of El Dorado EMS Agency Medical Director.
- Emergency Medical Dispatch (EMD) means medical dispatch protocols and pre-arrival instructions approved by the County of El Dorado EMS Agency Medical Director and EMS Agency Administrator, based on the Emergency Medical Dispatch National Standard Curriculum as the standard.
- 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.
- Emergency Medical Service and Medical Transportation Ordinance means an ordinance adopted by the El Dorado County Board of Supervisors that sets the standards and/or definitions for emergency medical services and medical transport; personnel and training requirements; equipment and supply requirements; response times; communication requirements; and medical transportation service requirements. It empowers the El Dorado County Emergency Medical Services Agency through the County Health and Human Services Agency, Public Health Program to issue permits to litter van and wheelchair van transport services, and ALS non-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.
- Emergency Medical Services (EMS) means the medical services provided in an emergency.
- Emergency Medical Services Agency (EMS Agency) means the administrative agency designated through the Chief Administrative Office by the El Dorado County Board of Supervisors pursuant to Health and Safety Code, Section 1797.200.
- EMS Agency Administrator means the County employee designated by the Chief Administrative Officer to oversee the EMS Agency.
- 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.

- Emergency Medical Technician-I (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 shall include, but not be limited to, EMT-I Fire Science (FS) and EMT-I-Ambulance (A).
- Emergency Medical Technician-Paramedic (EMT-P) means an individual who is educated and trained in all elements of prehospital Advanced Life Support; whose scope of practice is to provide Advanced Life Support in accordance with the standards prescribed in the California Code of Regulations, Title 22, Chapter 4; and who has a valid State paramedic license. Paramedics working in El Dorado County must additionally be accredited according to standards established by the County EMS Agency Medical Director.
- Hospital Turnaround Time means the length of time from arrival at hospital to the time that an ambulance or medical transportation vehicle is available to respond to a call.
- Medical Director means the medical director of the County Emergency Medical Services Agency.
- Member Agency means a member agency of the California Tahoe Emergency Services Operations Authority.
- 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.
- Non-dedicated Standby Ambulance, for the purposes of this Agreement, 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.
- Non-emergency call means a situation in which there is no perceived need for immediate action, attention, or decision-making to prevent death or to reduce suffering.
- 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.
- Physician means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.

- 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.
- Primary Response Area means a geographical area designated by the County as an emergency medical services zone as defined in Appendix A.
- 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).
- Public Health Officer means the El Dorado County Public Health Officer.
- Registered Nurse means an individual licensed by the State of California Board of Registered Nursing.
- Response Time means the time interval from the Time of Dispatch to Arrival at Scene, as these terms are identified herein.
- 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.
- System Standard of Care means the most current versions of the County's Emergency Medical Service and Medical Transportation Ordinance, the County of El Dorado EMS Agency Policy and Procedure Manual, and any written directives issued by the County of El Dorado EMS Agency Medical Director.
- Time of Dispatch means the moment that the ambulance or medical transportation entity is first made aware of the call back number, the address of the patient or passenger, and either: (i) in the case of ambulance request the presumptive patient condition as defined by EMD; or (ii) in the case of medical transportation the requested level of service.
- Turn out Time means the time from the moment that the ambulance or medical transportation entity is first provided the call information to the moment that the vehicle leaves its present position to respond to the call (wheels move).
- Unit Hour means a fully staffed and equipped ambulance available for or involved in emergency medical response for one hour.

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

ARTICLE II – GENERAL PROVISIONS

SECTION 2.1- Scope of Services and Standards of Service for Prehospital ALS

Primary Response Area: This Agreement is for dispatch and prehospital Advanced Life Support ground ambulance services for the El Dorado County area known as CSA No. 3, and specifically the Primary Response Area as identified on the appended map (Appendix A). The Operations Contractor shall be responsible for providing prehospital Advanced Life Support ambulance services, including inter-facility transfers, for all requests for ALS ambulance service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.

The Operations Contractor is responsible to respond to 100% of the emergency and non-emergency prehospital Advanced Life Support ambulance calls that are dispatched by the designated dispatch center that originate within the Operations Contractor's Primary Response Area, for the entire population of CSA No. 3 South Shore Area, and a part of Alpine County (specifically, the response areas identified on the maps in Appendix A), except for the "Tahoe West Shore Zone of Benefit" in the County of El Dorado. When all ambulances in service are committed, mutual aid request provisions shall be followed.

EMS Aircraft used for the purpose of prehospital emergency patient response and transported are provided by established public and private operators and will not be the responsibility of Operations Contractor. Additionally, County may grant limited special exceptions to allow the use of specialized critical area ground transportation units if such units provide medically necessary services not provided by Operations Contractor, if such units are operated by receiving facility specialty transport teams, and County determines that granting the exception is in the public interest.

Performance in this Agreement means appropriately staffed and equipped ambulances at the Advanced Life Support level which respond within defined Response Time standards and performance standards pursuant to the requirements established by the County and articulated in this Agreement. Clinical performance must be consistent with approved local medical standards and protocols. The conduct of personnel must be professional and courteous at all times. In the performance of its obligation hereunder, it is agreed that Operations Contractor is subject to medical control or direction of the County.

2.1.1 Emergency Medical Standards and Requirements:

- A. Operations Contractor shall provide prehospital Advanced Life Support ground ambulance service response on a continuous twenty-four (24) hour per day basis, unless otherwise specified by the County EMS Agency, in which case there shall be adequate justification for the exemption, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100168.
- B. Operations Contractor shall at all times meet the requirements set forth by the California Highway Patrol; the California Vehicle Code; the State of California Health and Safety Code; the State of California Emergency Medical Services Authority; the California Code of Regulations; the County Emergency Medical Service and Medical Transportation Ordinance; the El Dorado County EMS Agency Policies, Procedures and Field Treatment Protocols; and any and all other applicable laws, statutes, ordinances, regulations, policies, directives, local rules and resolutions regulating prehospital Advanced Life Support services provided under this Agreement (and any changes and amendments to any of them), including but not by way of limitation, personnel, ambulances, equipment, services, and supplies. In the event of any conflicting laws, statutes, ordinances, policies, directives, resolutions, local rules or regulations, the more stringent requirement shall be met.
- C. Operations Contractor, on behalf of itself or a subcontracted responding unit, shall not advertise itself as providing Advanced Life Support ambulance services unless routinely providing Advanced Life Support ambulance services on a continuous twenty-four (24) hour per day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7.
- D. Part-Time ALS (PTALS) units that meet all ALS ambulance 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 ambulance service, the service may not advertise itself as being an approved ALS ambulance service, and they may only provide services at the ALS level at such times as the staffing and equipment meet ALS standards.

2.1.2 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. 3 is Barton Memorial Hospital.
- B. The designated Dispatch Center for County Service Area No. 3 is the City of South Lake Tahoe Dispatch Center. Operations Contractor shall respond to requests for prehospital Advanced Life Support services from the designated Dispatch Center.

- 2.1.3 System Status Management: Operations shall implement services under this Agreement 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 Operations Contractor and reviewed by the County EMS Agency. Such plan shall be in place at all times during the term of this Agreement. Operations Contractor shall submit to the County EMS Agency for review and approval 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. County shall not unreasonably withhold approval. Approval shall be in writing.

When an individual works in excess of the consecutive hours allowed by the Operations Contractor's approved System Status Management Plan, an exception to the System Status Management Plan may be requested by submitting the request in writing to the Contract Administrator. Similarly, when an individual is not allowed at least twelve (12) consecutive hours off immediately following any four (4) 24-hour periods worked, an exception may be requested by submitting the request in writing to the Contract Administrator.

- A. The maximum Unit Hour Utilization Ratio (UHUR) for 24-hour ambulance transport unit crews shall not exceed 0.40 continuously without County approval. County shall review the System Status Management Plan any time the ratio of transports to unit-hour production exceed 0.40 UHU, and may recommend remedial corrections to the Plan. Operations Contractor may notify County at any time Operations Contractor deems UHU levels necessitate a review of the System Status Management Plan.
- 2.1.4 Changing Service Demand Levels: In the event that the service demand level significantly changes during the period of the Agreement, and such change requires the Operations Contractor to materially adjust the amount of ambulance coverage, the County and Operations Contractor shall negotiate in good faith to determine whether revisions to the Agreement are appropriate and necessary to address the change in service demand levels. The Operations Contractor shall not increase or decrease the service coverage without written consent of the County.
- 2.1.5 Emergency Medical Service Requirements:
- A. Ambulances shall transport each patient in need of or requiring transport to the designated Base Hospital or as directed by on-line medical control at the Base Hospital.
- B. Operations Contractor shall promptly respond with 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 Operations Contractor's System Status Management Plan

- C. Ambulance crew shall notify the designated Dispatch Center when en route, 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, back in service after an out-of-county trip, or when any other status change occurs.
- D. Operations Contractor shall not cause or allow its ambulances to respond to a location without receiving prior approval to respond from the designated Dispatch Center for such service at that location. Ambulance crew shall immediately notify the designated Dispatch Center to be assigned to an incident in any circumstance involving an emergency response at a location not previously approved by the designated Dispatch Center.
- 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. Operations Contractor 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. Operations Contractor shall ensure that personnel are familiar with local geography throughout the Primary Response Area.
- H. Operations Contractor shall allow inspections, site visits, or ride-alongs at any time by county EMS Agency staff, with reasonable notice, for purposes of Agreement compliance and medical quality assurance. This section does not override County's rights and responsibilities under Title 22 to perform unannounced site visits. County will respect any applicable due process in regard to employee rights when conducting an investigation.
- I. County does not prohibit ambulance personnel from engaging in other emergency-related activities such as fire suppression or high-angle rescue if and only if it does not detract from or delay system-wide ambulance availability.

2.1.6 General Provisions

- A. County and Operations Contractor agree that County shall bill patients for all ALS services provided by this Agreement.
- B. County shall own and manage all accounts receivable associated with this Agreement. The Operations Contractor shall not engage in any billing activity associated with services provided by this Agreement.

- C. County shall bill patients for ALS services based on the most current adopted Ambulance Rate Schedule approved by Resolution of the El Dorado County Board of Supervisors as shown in Appendix B, incorporated herein and made a part hereof, and as amended from time to time.

2.1.7 Personnel Requirements:

- A. Operations Contractor 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. Operations Contractor shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Operations Contractor shall ensure that EMT-I and EMT-P 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. Operations Contractor 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, Operations Contractor 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-I 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. Operations Contractor shall ensure that the medical certification and/or accreditation level of all personnel be available on request. Said identification shall be worn as deemed operationally necessary.
- E. Operations Contractor shall ensure that all personnel are physically and mentally fit to serve in the prehospital care capacity. No personnel shall use intoxicating substances while on duty, nor be under the influence of any such intoxicating substances while on duty.
- F. Operations Contractor shall maintain records of all EMS training, continuing education and skills maintenance as required by the County EMS Agency. Operations Contractor shall provide to the County EMS Agency specific records upon request.
- G. Operations Contractor shall provide a single point liaison to County for communication regarding Agreement fulfillment. In the event that the single point liaison is unavailable, Operations Contractor's communication chart shall be utilized.

- H. The Operations Contractor shall designate an on-duty or on-call management or supervisory staff, available at all times, who is authorized to act on behalf of the Operations Contractor in all operational matters. The dispatch agency shall at all times be advised and have available the contact information for the designated staff.
- I. Operations Contractor 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.
- J. Operations Contractor shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; and City and County staff.
- K. Operations Contractor shall ensure professional and courteous conduct at all times from all personnel, office personnel, field supervisors, middle management, officers, and executives.
- L. Operations Contractor shall ensure safe and sanitary living quarters for on-duty personnel.

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

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

2.1.9 Training Requirements:

- A. Operations Contractor 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. Operations Contractor 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. Operations Contractor shall require that among the subcontracting organizations which provide ambulance service, there shall be appointed at a minimum a combined total of no fewer than four (4) Field Training Officers (FTO's), approved by the County EMS Agency Medical Director, to provide accreditations, internships, field training, and quality improvement functions. Operations Contractor shall notify the County EMS Agency Medical Director when less than four FTO's are available.
- C. Operations Contractor shall agree to participate in EMS system components that include paramedic, nurse and trainee field observations including ride-alongs, disaster drills, and continuing education programs, even if such persons are employed by the Operations Contractor.

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

2.1.11 Quality Improvement/Quality Assurance:

- A. Operations Contractor 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), Paramedic Advisory Committee (PAC), peer review, post incident critiques, and other related activities and committees. Operations Contractor shall be fiscally responsible for staff's participation time.

- B. The Operations Contractor 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 Operations Contractor 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.
- D. The Operations Contractor shall ensure subcontracts with ALS service agencies shall comply with EMS System Quality Improvement requirements in accordance with Title 22, Chapter 12, Article I, Section(s) 100401 and 100402.

2.1.12 Response Time Standards:

- A. Response Time Definition: For purposes of Operations Contractor performance and monitoring, Response Time is defined as set forth in ARTICLE I – DEFINITIONS above.
- B. Responses to requests for emergency ambulance service originating from within the Primary Response Area must meet the following Response Time standards (Response Areas are defined in Appendix A).
- C. Maximum Response Times
For emergency ambulance responses, the Operations Contractor shall be required meet the following maximum response time(s):

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

*On time means arriving at the scheduled time.

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

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

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

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

In the case of non-emergency Priority 4, 5 & 6 transports that will exceed 90 miles of loaded patient travel, Operations Contractor may require a 4-hour advance notice before beginning the response in order to call in adequate staff.

When Operations Contractor's capability to provide 9-1-1 emergency response services within the Primary Response Area is compromised due to a drawdown of regularly scheduled resources within the Primary Response Area, Operations Contractor may request mutual aid for Priority 4, 5, & 6 transports exceeding 150 miles of patient-loaded travel, in accordance with Operations Contractor's approved System Status Management Plan.

In cases in which Priority 4, 5, & 6 transports exceeding 90 miles of loaded patient travel are requested, the County EMS Agency may require preauthorization or payment guarantees prior to acceptance of each transport. Operations Contractor and the County EMS Agency shall cooperate as needed to establish procedures for these transports.

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

D. Each Incident a Single Response

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

E. Response Time Audit Trail

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

F. Response Time Compliance

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

G. Mechanical Breakdown: If an ambulance has a mechanical breakdown en route to a call, the response time shall be measured from the time the designated Dispatch Center receives a request to dispatch another 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, pick up point, or designated staging area for hazardous scenes (wheels stopped).

H. 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;

- i. Disaster and mutual aid situation (mutual aid shall not be chronically used to avoid response time requirements);
- ii. Additional units responding to large multi-casualty incident situations requiring more than two ambulances;
- iii. Incorrect or inaccurate dispatch information received at a 9-1-1 PSAP, public safety agency or other direct source;
- iv. Material change in dispatch location;
- v. Unavoidable communications failure;
- vi. Inability to locate address due to non-existent address;
- vii. 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;
- viii. Delays caused by extraordinary adverse traffic conditions;
- ix. Delays caused by road construction and/or closure;
- x. Unavoidable delays caused by off-paved-road locations;
- xi. Severe weather conditions including dense fog, snow or ice;

- xii. Delays attributable to the County and not due to the Operations Contractor including an inventory audit;
- xiii. Delays attributable to geographic location;
- xiv. Delays attributed to limited or controlled access to patient locations;
- xv. Non-emergency Calls dispatched as "Code 2" (i.e. no red lights or siren) per Emergency Medical Dispatch (EMD) protocols;
- xvi. Delays where the ambulance is dispatched to a staging location until the scene has been secured by law enforcement units.
- xvii. Delays attributable to simultaneous prior commitments:
 - a. Requests for Priority 1, 2 and/or 3 service when two (2) or more units are simultaneously engaged in Priority 1, 2, and/or 3 calls at moment of dispatch. (For example: When two (2) units are concurrently unavailable due to their commitments to Priority 1, 2 and/or 3 calls, the third (3rd) and/or fourth (4th) request for Priority 1, 2 and/or 3 service will be exempt from response time compliance.)
 - b. Requests for Priority 4, 5 and/or 6 service when two (2) or more units are simultaneously engaged in any call at moment of dispatch. (For example: When two (2) units are concurrently unavailable due to their commitments to any type of call, a request for Priority 4, 5 and/or 6 service will be exempt from response time compliance.)

The parties agree to annually reevaluate, on the anniversary date of execution of this Contract, these exceptions from response time requirements. At any time that the use of any exception makes a difference in contractual response time compliance of five percent (5%) or more for two months in a row, County may initiate a review of Operations Contractor's performance.

- I. Response Time Measurement for Primary Response Areas: The response time measurement methodology employed can significantly influence operational requirements of the EMS system. The following methodology will be used throughout the Agreement to measure Response Times.
 - i. Time Intervals

For the purposes of this Agreement, Response Times for transport-capable ALS ambulances will be measured from the Time of Dispatch to Arrival at the Scene as those terms are defined in Article I titled "Definitions," above. For scheduled non-emergency (Priority 4) requests, "scheduled time of pick up" will be substituted for "time call received."

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

In instances when the ambulance fails to report "at scene" to the Dispatch Center, the time of the next communication between the Dispatch Center and the ambulance will be used as the "at scene" time. However, Operations Contractor may appeal such instances when it can document the actual arrival time through other verifiable means such as arrival times captured by Automated Vehicle Locator (AVL) position reporting data, provided the data shows the time that the ambulance actually arrived/parked (wheels stopped) at the location where the ambulance or medical transportation crew exited to approach the patient and does not automatically show an arrival prior to stopping.

J. Upgrades, Downgrades and Reassignments

i. Upgrades

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

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

ii. Downgrades

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

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

iii. Reassignment En Route

If an ambulance is reassigned en route or turned around prior to arrival on scene (e.g., to respond to a higher level Code request), Operations Contractor's compliance and penalties will be calculated based on the response time standard applicable to the time of reassignment of the final response area assigned by communications.

K. Response Times Outside of Primary Response Areas: Operations Contractor may respond outside Primary Response Area as defined in Appendix A. These calls are treated as Remote Area (Wilderness). Operations Contractor will not be held accountable for emergency or non-emergency response time compliance for any assignment originating outside of the defined service areas. Responses to requests for service outside of the service areas will not be counted in the total number of responses used to determine compliance.

L. Penalties and Incentives for Response Time Requirements: County understands that isolated instances may occur in which Operations Contractor does not meet the stated performance specifications. Minor violations of these requirements will result in performance penalties that will be deducted from Operations Contractor's payment. However, chronic failure to comply with the response time standards may constitute default of the Agreement.

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

i. Non-performance Penalties

The following deductions will be applied when system-wide response time compliance for urban, semi-rural, rural, and wilderness transports falls below 90% for any given month:

Response Time Compliance	Penalty Deduction
89%	\$ 1,000
88%	\$ 2,000
87%	\$ 3,000
86%	\$ 4,000
85% and below	\$ 5,000

Failure to meet response time criteria for three (3) consecutive months or for four (4) months in any Agreement year (July 1-June 30) will constitute a major breach and may result in removal of Operations Contractor.

ii. 100 Transport Rule

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

For example, if the service areas produce 105 urban transports and 89 rural transports during a single month, Operations Contractor will be required to meet 90% compliance for the month for urban, while rural will be subject to the 100 transport rule.

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

The above deductions will be assessed each month. For purposes of assessing non-performance penalties, monthly response times will be reported without decimals (a fraction of a percent is to be rounded down to the whole percentage point e.g., a monthly performance of 89.9% will be reported as 89%).

iii. Incentive for Superior Response Time Performance

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

iv. Reporting Requirement Penalties

Operations Contractor will provide, within seven (7) business days after the end of each month, reports detailing Operations Contractor's performance during the preceding month as it relates to each of the performance requirements stipulated herein. These reports shall be submitted electronically, via email or other suitable medium approved by the County. For each day that Operations Contractor fails to provide the reports, County shall deduct \$100 from Operations Contractor's payment. Operations Contractor may be exempted from this penalty for any delay in the submission of the month-end report that is due to a delay caused by County.

M. Backup Unit Coverage Requirement: The Operations Contractor shall establish and maintain the capability to staff and activate backup ambulance units 24 hours per day 365 days per year. Operations Contractor shall use best efforts to expeditiously staff a backup unit when requested.

N. Mutual Aid Requests: Mutual aid response by the Operations Contractor shall be performed in accordance with approved cover and mutual aid agreements. In the course of rendering such services, the Operations Contractor shall be exempt from the response time standards otherwise imposed by this Agreement. The Operations Contractor shall advise dispatch that they are unable to respond to mutual aid requests if such response is in conflict with a response in the Primary Response Area.

Mutual aid response may require Operations Contractor personnel to respond with ALS ambulances into a response area other than that assigned in this Agreement. Whenever Operations Contractor personnel receive a request for service in another area, Operations Contractor 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 ambulances, the Operations Contractor 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 ambulance, the Operations Contractor shall initiate such call-up per the provisions of Section 2.1.12 M.

O. Disaster/Multi-Casualty Incident Requirements

i. Existing mass casualty incident plans, and an emergency disaster plan, following incident command system guidelines, have been developed by the Office of Emergency Services and approved by the County. Operations Contractor shall maintain knowledge of plans, and any updates/amendments thereto, and shall be actively involved in planning for, and responding to, any declared disaster in the County.

- ii. In the event that a disaster within the service area, the County or a neighboring County is declared, normal operations shall be suspended and Operations Contractor shall respond in accordance with the County's disaster plan. Operations Contractor shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of declared disaster, the County will not impose performance requirements and penalties for response times.
- iii. County will reimburse Operations Contractor for the documented, direct, marginal increased cost of providing approved disaster services in accordance with Section 2.3.3. In the event of a declared disaster, County shall coordinate all efforts to recover disaster funding from various local, state, federal, and other applicable sources. Operations Contractor will comply with reasonable requirements to provide operational, financial, and other data that may be required or useful in pursuing reimbursement. This provision will only apply to situations in which the County declares a disaster, or the State or Federal Government has declared a state of emergency. Bad or even severe weather of a nature that is foreseeable will not qualify unless an appropriate authority declares it a disaster situation and Operations Contractor has sustained increased expense as a direct and proximate result of the disaster.

P. Standby and Special Event Coverage

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

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

The Operations Contractor will offer such non-dedicated standby ambulance services at no charge.

- ii. Dedicated Standby Ambulance Service: Community service oriented entities or commercial enterprises may request dedicated stand-by ambulance coverage for special events from the Operations Contractor. Each dedicated standby ambulance service event shall have a two-hour minimum.

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

The Operations Contractor will offer such dedicated standby ambulance services at the rates established by the El Dorado County Board of Supervisors (Appendix B). The Operations Contractor is hereby authorized by County to execute any necessary contracts for these services with the requester of services. Operations Contractor 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 Agreement and required billing information

If Operations Contractor is requested to provide such services with a dedicated ambulance, Operations Contractor shall be reimbursed in accordance with Section 2.3.3, below.

SECTION 2.2 - Term

This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of August 1, 2019 through August 31, 2021, unless terminated earlier pursuant to the provisions contained herein including Article(s) titled "Default/Breach, Termination, and Cancellation" or "Fiscal Considerations."

SECTION 2.3 - Compensation for Services

The Operations Contractor acknowledges and agrees 1) that this Agreement is primarily funded from two specific funding sources: CSA No. 3 Benefit Assessment and Ambulance Billing revenue; 2) each of these funding sources are limited and fluctuate from year to year; 3) there are three primary categories of on-going expenditure that must be sustained by CSA No. 3 funding: CSA No. 3 administration activities performed by the County, Operations Contractor ambulance services, and ambulance billing/collection services; and 4) this Agreement is primarily a fixed price Agreement with annual adjustments plus payment for standby services and non-emergency interfacility transports exceeding 150 patient-loaded miles.

2.3.1 Base Payment

Operations Contractor will be compensated in accordance with the following payment schedule, which does not include payment for additional work as specified in Section 2.3.3

Period	Quarterly Payment	Payment Due Date
September 1, 2019- November 30, 2019	824,647	September 10, 2019
December 1, 2019- February 29, 2020	824,647	December 10, 2019
March 1, 2020-May 31, 2020	824,647	March 10, 2020
June 1, 2020-August 31, 2020	824,647	June 10, 2020
September 1, 2020- November 30, 2020	834,247	September 10, 2020
December 1, 2021- February 28, 2021	834,247	December 10, 2020
March 1, 2021-May 31, 2021	834,247	March 10, 2021
June 1, 2021-August 31, 2021	834,247	June 10, 2021

If, for any reason, this contract is terminated early by either party, Operations Contractor shall return all advanced compensation for services that would have been provided after the termination date to County within thirty (30) days of the termination date. The amount due shall be prorated on a daily basis.

Lump Sum Payment for Capital Assets

In addition to the above, County shall pay Operations Contractor two lump sum payments of \$120,000 each to be used by Operations Contractor solely for capital asset acquisition, lease, and/or maintenance. The first payment shall be made within fifteen (15) days following the effective date of this Agreement. The second payment shall be made within fifteen (15) days following the first anniversary of the effective date of this Agreement.

Facility Payment

Within thirty (30) days of County's receipt of an executed contract for the lease of office space and/or staff housing quarters, County shall reimburse Operations Contractor for the cost of tenant improvements and/or the costs to deliver and install temporary units to be used for the purpose of office space and/or staff housing quarters. Such payment shall not exceed \$100,000. Operations Contractor shall be responsible for any costs in excess of that amount.

Ambulance Inflation Factor

Effective January 1, in each year of the contract, County will annually increase the above quarterly payment amounts by a percentage that is equal to the Medicare Ambulance Inflation Factor (AIF) released by the Centers for Medicare and Medicaid Studies and effective for each calendar year. In the event that the AIF is zero or a negative percentage in any given year, Operations Contractor compensation will not be changed during that year. Upon request of the Operations Contractor, County may supply Operations Contractor, on a quarterly basis, a report showing billing and collections on all transports.

Additional Work

Additional work beyond the normal ambulance service will be compensated separately. For the purposes of this Agreement, additional work shall include certain interfacility transports, compensated standby and disaster services as identified in Section 2.3.3.

At any time during the Agreement term, in the event that significant circumstances beyond the reasonable control of Operations Contractor or County increase Operations Contractor's expenses in a manner that jeopardizes Operations Contractor's ability to perform hereunder, or decrease County revenues, either party may request that the other meet and confer regarding the terms of the Agreement. Potential options include:

- A. Continue the Agreement without changes.
- B. Increase or decrease Operations Contractor compensation.
- C. Modify the performance requirements of the Agreement.

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

In addition to the above, the parties agree to meet and confer regarding the terms of the Agreement if opportunities arise for system enhancements, including but not limited to, implementation of a community paramedicine program, upgrade of medic unit staff from single-role to all-risk, or upgrade in dispatch services from a Public Safety Answering Point (PSAP) to a command center.

2.3.2 Fines and Penalties

The total of all fines and penalties for the previous quarter shall be deducted prior to quarterly payment to Operations Contractor.

Penalties and fines may be waived by County, in its sole discretion, if acceptable reasons are presented by Operations Contractor.

In accordance with Section 2.1.12, "Response Time Standards," L.iii, should the County determine at the end of an Agreement year that Operations Contractor has achieved 92% compliance for each of the areas in which it had been previously penalized; County will apply that amount to the subsequent payment.

- 2.3.3 Compensation in Addition to Flat Rate as described in Section 2.3.1
- A. Standby Services: County will reimburse Operations Contractor 93% of actual revenue received for special event and standby event services provided by Operations Contractor. Seven percent (7%) will be retained by County for billing and collection services.
 - B. Compensation for Disaster Services: County will reimburse Operations Contractor 100% of payments received from State and federal agencies specifically designated to reimburse Operations Contractor for direct, unusual expense of providing disaster services.
 - C. Compensation for non-emergency interfacility transports exceeding 150 patient-loaded miles: County will reimburse Operations Contractor 80% of actual revenue received for non-emergency interfacility transports exceeding 150 patient-loaded miles.

2.3.4 Process for Ambulance Service Compensation: County will remit payment to Operations Contractor quarterly in advance. The County will pay to Operations Contractor the reconciled quarterly compensation payment prior to the first day of the quarter to include the following:

- A. The base Agreement quarterly compensation for the current quarter, less any applicable penalties assessed during the preceding quarter; and
- B. Costs associated with disaster response in accordance with Section 2.3.3 B of this Agreement for the previous quarter; and
- C. Payments for Standby Services in accordance with Section 2.3.3 A of this Agreement for the previous quarter.
- D. Payment for non-emergency interfacility transports exceeding 150 patient-loaded miles in accordance with Section 2.3.3 C of this Agreement for the previous quarter.

2.3.5 Financial Statement and Reports: The County may require that the Operations Contractor submit an income statement or financial statement for any Agreement year during the term of the Agreement. The income and financial statements shall conform to generally accepted auditing standards and be in a format acceptable to the County and shall be certified by a Certified Public Accountant that has direct responsibility for financial aspects of Operations Contractor's operations under the County contract. If applicable, Operations Contractor shall comply with California Government Code section 6505 which applies to Joint Powers Agreements only.

It is understood that the County may conduct audits to verify these statements and make them available to other parties as deemed appropriate.

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

2.3.6 Accounts Receivable Billing: County shall own and manage all accounts receivable associated with this Agreement. Operations Contractor shall not engage in any billing activity associated with services provided by this Agreement.

2.3.7 Annual Audit

Operations Contractor acknowledges and agrees that Operations Contractor is responsible for participating in annual audits of Operations Contractor's books and records. Operations Contractor agrees to assist administratively in procuring a Certified Public Accountant (CPA). Each audit period shall be July 1 through June 30 for the term of this contract. For each annual audit, a copy of the audit, together with any findings of deficiencies and recommended corrective action from the auditor, shall be submitted to the Chief Administrative Office (CAO) no later than March 31st of each year. The CAO shall forward the audit documents to the County Auditor-Controller and to the Board of Supervisors for receipt and filing. In the event corrective action is necessary, Operations Contractor shall, simultaneously with the submission of the audit documents, submit its corrective plan to correct any and all existing deficiencies, and to implement action to protect against future deficiencies. Within forty-five (45) days of submission of the audit documents and Operations Contractor's corrective plan to the CAO, County will notify Operations Contractor if further Operations Contractor action to implement corrective action is required. Operations Contractor shall fully cooperate with any County audit.

SECTION 2.4 - Taxes

Operations Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Operations Contractor to County. Operations Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

SECTION 2.5 - Changes to Agreement

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

SECTION 2.6 - Operations Contractor to County

It is agreed that in all matters pertaining to this Agreement, Operations Contractor shall act as Operations Contractor only to County and shall not act as Operations Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Operations Contractor's responsibilities to County during term hereof.

SECTION 2.7 - Independent Operations Contractor/Liability

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

Operations Contractor shall be responsible for performing the work under this Agreement in a safe, professional, and skillful manner and shall be liable for its own negligence and negligent acts of its employees, agents and subcontractors. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Operations Contractor, its employees, agents and subcontractors.

SECTION 2.8 - Fiscal Considerations

The parties to this Agreement 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 will 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 Agreement to the contrary, County shall give notice of cancellation of this Agreement 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 Agreement. Upon the effective date of such notice, this Agreement 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 Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

SECTION 2.9 - Audit by California State Auditor

Operations Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Operations Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

SECTION 2.10 - Performance Review

2.10.1 County Review Process

- A. The County through its County EMS Agency shall review and monitor the operation of this Agreement to assess whether the Operations Contractor fulfills its obligations hereunder.

- B. The County EMS Agency may, on a quarterly basis, review with the Operations Contractor compliance to the conditions of this Agreement, and shall render an opinion on the level of compliance to this Agreement. In the event that the Operations Contractor is found to be in non-compliance, the rights and obligations of the parties shall be determined as set forth in this Article.
- C. The County EMS Agency, through the Chief Administrative Office, may issue an annual or more frequent report to the County Board of Supervisors on contract compliance to all critical elements within this Agreement. In addition, the County EMS Agency may issue a quarterly (or more frequent) report to the Operations Contractor regarding performance under this Agreement. The report shall make recommendations to improve operations, and shall list violations, and make recommendations to eliminate violations under this Agreement. The County EMS Agency shall file such reports with the Board of Directors of the Operations Contractor (hereinafter referred to as Operations Contractor's Board), and the Operations Contractor shall use its best efforts to ensure County EMS Agency agenda requests are promptly placed on the Operations Contractor Board's agenda. Operations Contractor Board shall take prompt action to address and/or correct any deficiencies. The Operations Contractor is responsible for and shall oversee the work of its subcontractors, including its member agencies, to ensure compliance with this Agreement. County EMS Agency may, but is not required to, make recommendations in this regard.

SECTION 2.11 Default, Breach, Termination, and Cancellation

Nothing in this section shall be construed as preventing the County from acting under Section 9.1, Expedited Takeover Process, pursuant to this Agreement.

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

2.11.2 Minor Breach by Operations Contractor: Minor breach shall mean failure to fulfill any of the terms and conditions of this Agreement for which failures are not already provided for, and which failures do not amount to a major breach of the Agreement as that term is defined herein. When the County EMS Agency Administrator has determined that a minor breach has occurred, the Operations Contractor shall be given notice of the alleged breach by U.S. mail, postage prepaid, return receipt requested, and Operations Contractor 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 Operations Contractor, a complaint may be made by the County EMS Agency Administrator to the CAO, 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.

2.11.3 Major Breach by Operations Contractor: Conditions and circumstances which shall constitute a major breach of contract by the Operations Contractor shall include, but not be limited to, the following:

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

- J. Acceptance by Operations Contractor or Operations Contractor's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of Operations Contractor or Operations Contractor's employees could be reasonably construed as a violation of federal, State or local law.
- K. Payment by Operations Contractor or any of Operations Contractor's employees of any bribe, kickback or consideration of any kind to any federal, State or local public official, consultant, or any other person or entity in exchange for any consideration whatsoever, when such consideration could reasonably be construed as a violation of any federal, State or local law.
- L. Chronic failure of Operations Contractor to meet the system standard of care as established by the County EMS Agency Medical Director.
- M. Failure of Operations Contractor to maintain insurance in accordance with the Contract.
- N. Chronic failure of Operations Contractor to meet response time requirements as set forth in the Contract.
- O. Chronic failure to submit reports and information under the terms and conditions outlined in this Contract.
- P. Any other failure of performance, clinical or other, required in the Agreement and which is determined by the County Director of Health Services or the County EMS Agency Medical Director and confirmed by the County Board of Supervisors to constitute a default or endangerment to public health and safety.
- Q. Willful attempts by Operations Contractor to intimidate or otherwise punish employees who file authenticated reports with County as to matters of Operations Contractor's breach of this Contract.
- R. Multiple minor breaches the cumulative effect of which is deemed a major breach.
- S. Failure to respond to a call or to transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide any ambulance services originating within the regulated service area because of the patient's perceived, demonstrated or stated inability to pay for such services, or because of an unavailability status or the location of any ambulance unit at the time of the request.

2.11.4 Notice provisions for Major Breach by Operations Contractor:

- A. If it appears that any of the conditions or circumstances set forth above exist or have occurred, the County shall notify Operations Contractor 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 Operations Contractor to identify the issues involved.
- B. Operations Contractor must respond in writing to the County within seven (7) days of receipt of Notice of Major Breach, with Corrective Action Plan including a timeline for completion of the correction.
- i. If Operations Contractor disagrees with the complaint indicated in the Notice of Major Breach, Operations Contractor may protest the accusation of a major breach by filing a formal objection with the CAO within seven (7) days of the notice.
- C. Appeal to the CAO:
- i. If no formal objection to the Notice of Major Breach is submitted to the CAO, then the finding of Major Breach shall be processed in accordance with Penalty Appeal Process, Section 2.11.5.
 - ii. If a formal objection is submitted, the CAO shall consider all relevant evidence and materials submitted.
 - iii. The decision of the CAO shall be in writing, and copies shall be given to the Operations Contractor and all interested parties.
- D. Appeal of CAO's Decision to the Board of Supervisors:
- i. The Operations Contractor may appeal in writing the findings of major breach by the CAO as defined within this Agreement. Such appeal must be received by the office of the County Board of Supervisors, 330 Fair Lane, Placerville, CA 95667, by U.S. mail, postage prepaid, return receipt requested, within seven (7) days of the Operations Contractor's receipt of the decision of the CAO.
 - a. If no appeal is received by the Board of Supervisors within the seven (7) day time frame, the decision of the CAO is final.
 - ii. 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 CAO's decision.

- iii. If the Board of Supervisors finds that the public health and safety would be endangered by allowing the Operations Contractor to continue its operations under this Agreement, it shall declare this Agreement terminated and commence action to affect an immediate takeover by County of the Operations Contractor operations.
- iv. 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 Operations Contractor to continue its operations, then the Board of Supervisors may advise the CAO to take such other actions, short of termination and takeover, as it deems appropriate under the circumstances.
- v. 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.

2.11.5 Penalty Appeal Process: If Operations Contractor does not understand or disagrees with the fines assessed for a specific period of time in accordance with Section 2.1.12 G, Operations Contractor may within thirty (30) days of notification of a Penalty for Performance Failure follow the procedures below in an attempt to resolve an issue:

- A. First, submit a request in writing for a review with the County EMS Agency to explain and clarify a penalty assessment. If Operations Contractor's concerns are not resolved; then
- B. Second, request clarification of Agreement language from the County Health and Human Services Agency, and, if Operations Contractor's concerns remain unsatisfied; then
- C. Third, request in writing a fair hearing before the County Board of Supervisors.

2.11.6 Ceasing Performance: County may terminate this Agreement in the event Operations Contractor ceases to operate as a joint powers authority, materially alters its contracts with member agencies, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

2.11.7 County Major Breach: Conditions and circumstances which shall constitute a major breach of the Agreement by County are failure to pay the Operations Contractor for services rendered in accordance with this Agreement.

- A. If it appears that County has failed to pay Operations Contractor for services rendered in accordance with this Agreement, Operations Contractor shall notify County 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 County to identify the issues involved.

- B. County must respond in writing to the Operations Contractor within seven (7) days of receipt of Notice of Major Breach.
- C. If the Operations Contractor is not satisfied with the County's response, they may appeal in accordance with Section 2.11.4, C, herein.

SECTION 2.12 - 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 and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: CHIEF ADMINISTRATIVE OFFICER

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
EMERGENCY MEDICAL SERVICES AGENCY
2900 FAIR LANE COURT
PLACERVILLE, CA 95667
ATTN: MANAGER OF EMS, PREPAREDNESS, AND RESPONSE

Notices to Operations Contractor shall be addressed as follows:

CALIFORNIA TAHOE EMERGENCY SERVICES OPERATIONS AUTHORITY
PO BOX 8917
SOUTH LAKE TAHOE, CA 96158
ATTN: EXECUTIVE DIRECTOR, or successor

or to such other location as the Operations Contractor directs.

SECTION 2.13 - Change of Address

In the event of a change in address for Operations Contractor's principal place of business, Operations Contractor's Agent for Service of Process, or Notices to Operations Contractor, Operations Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

SECTION 2.14 - Indemnity

To the fullest extent of the law, Operations Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's 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 Operations Contractor'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 Operations Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Operations Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

SECTION 2.15 - Insurance

Operations Contractor shall maintain at its sole cost and expense, and keep in force during the term of this agreement, the following insurance coverages:

- 2.15.1 Workers' Compensation Insurance with statutory limits, as required by the laws of any and all states in which Operations Contractor's employees are located and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000.
- 2.15.2 Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of \$3,000,000 covering bodily injury and property damage; General Aggregate limit of \$5,000,000; Products and Completed Operations Aggregate limit of \$2,000,000 and Personal & Advertising Injury limit of \$2,000,000, written on an occurrence form. If Operations Contractor's general liability limits fail to meet the limits required above Operations Contractor may carry excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for general liability with a limit equal to or above the amount stated above on a per occurrence and aggregate basis.
- 2.15.3 Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto, including ambulances, fire engines and other emergency services mobile equipment. Inland Marine insurance specific to emergency mobile equipment will be acceptable to meet this requirement together with the automobile liability insurance), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability.
- 2.15.4 Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than \$6,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless El Dorado County for claims arising out of covered professional services and shall have an extended

reporting period of not less than two years. That policy retroactive date coincides with or precedes Operations Contractor's start of work (including subsequent policies purchased as renewals or replacements).

- 2.15.5 If the policy is terminated for any reason during the term of this Agreement, Operations Contractor shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.
- 2.15.6 If this Agreement is terminated or not renewed, Operations Contractor shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, Operations Contractor shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.
- 2.15.7 All policies of insurance shall provide for the following:
- A. Name El Dorado County, members of the Board of Supervisors of El Dorado County, its officers, agents and employees, as additional insureds except with respect to Workers' Compensation and Professional Liability.
 - B. Be primary and non-contributory with respect to all obligations assumed by Operations Contractor pursuant to this Agreement or any other services provided. Any insurance carried by El Dorado County shall not contribute to, or be excess of insurance maintained by Operations Contractor, nor in any way provide benefit to Operations Contractor, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.
 - C. Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available "Best's Insurance Guide."
 - D. Include a severability of interest clause and cross-liability coverage where El Dorado County is an additional insured.
 - E. Provide a waiver of subrogation in favor of El Dorado County, members of the Board of Supervisors of El Dorado County, its officers, agents and employees.
 - F. Provide defense in addition to limits of liability.
- 2.15.8 Upon execution of this Agreement and each extension of the Term thereafter, Operations Contractor shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force

and that not less than 30 days written notice shall be given to El Dorado County prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) El Dorado County's additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers' compensation and professional liability policies. Operations Contractor shall also furnish El Dorado County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to El Dorado County's address as set forth in the Notices provision of this Agreement.

2.15.9 All endorsements are to be received and approved by the County of El Dorado before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

2.15.10 Unless otherwise agreed by the parties, Operations Contractor shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Operations Contractor as an additional insured on all such coverages. Evidence thereof shall be furnished as El Dorado County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Operations Contractor.

SECTION 2.16 - 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 Operations Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 2.17 - Interest of Operations Contractor

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

SECTION 2.18 - Conflict of Interest

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Operations Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Operations Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation."

SECTION 2.19 - Nondiscrimination

2.19.1 County may require Operations Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Operations Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Operations Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Operations Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Operations Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

2.19.2 Where applicable, Operations Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

2.19.3 Operations Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

SECTION 2.20 - California Residency (Form 590)

If Operations Contractor is a California resident, Operations Contractor must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Operations Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Operations Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

SECTION 2.21 - Nonresident Withholding

If Operations Contractor is not a California resident, Operations Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Operations Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Operations Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

SECTION 2.22 - Taxpayer Identification Number (Form W-9)

All independent Operations Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

SECTION 2.23 - County Business License

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.

SECTION 2.24 - Licenses

Operations Contractor hereby represents and warrants that Operations Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Operations Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Operations Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

SECTION 2.25 - Administrator

The County Officer or employee with responsibility for administering this Agreement is Michelle Patterson, Manager of EMS, Preparedness and Response, , Chief Administrative Office, or successor.

SECTION 2.26 - Authorized Signatures

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

SECTION 2.27 - Partial Invalidity

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

SECTION 2.28 - Venue

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

SECTION 2.29 - No Third Party Beneficiaries

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE III – GENERAL SERVICE PROVISIONS

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

SECTION 3.1 - Applicable Laws

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

SECTION 3.2 - Operations Contractor Accountability

The Operations Contractor shall be directly accountable to the El Dorado County Chief Administrative Office for contract compliance issues and conformance with operational policy. The Operations Contractor 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 (Barton Memorial Hospital) for day-to-day patient care oversight.

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

SECTION 3.3 - Successors and Waivers

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

SECTION 3.4 - Prior Contracts

All prior contracts regarding this subject matter between County and the Operations Contractor are hereby terminated as of the effective date of this Contract.

ARTICLE IV – DISPATCH REQUIREMENTS

SECTION 4.1 - General Dispatch Provisions

Operations Contractor shall provide, or subcontract to provide, one hundred percent (100%), twenty-four (24) hours per day, seven (7) days per week dispatch coverage and services for all Priority 1, 2, 3, 4, 5 and 6 ambulance requests for service, as described in Section 2.1.12.C, for service for the term of this Contract, in accordance with federal, State and local provisions, including but not limited to those outlined below.

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

- 4.1.1 Dispatch facility shall hold current designation as primary or secondary Public Safety Answering Point (PSAP) by State of California.
- 4.1.2 The designated Dispatch Center shall utilize and maintain a computer aided dispatch (CAD) system with specialized separate tracking of EMS and ambulance responses. Operations Contractor shall notify County if CAD system is inoperative for more than 24 hours.
- 4.1.3 The designated dispatch center shall integrate the CAD system with the Electronic Prehospital Care Report (ePCR) software.
- 4.1.4 Operations Contractor shall provide a system of priority dispatch and pre-arrival instructions together with applicable quality assurance approved by the County EMS Agency Medical Director.
- 4.1.5 The priority dispatch protocols 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.
- 4.1.6 The designated Dispatch Center shall continue to move toward identifying reporting efficiencies provided by a dispatch system with capabilities of layered-mapping that will recommend vehicle locations per criteria included in the Operations Contractor's System Status Management Plan (SSMP).
- 4.1.7 Adherence to medical dispatch protocols is required. Thus, except where a deviation is clearly justified by special circumstances not contemplated within a dispatch protocol, such medical dispatch protocol shall be strictly followed. Compliance with call-taker and dispatcher questions and pre-arrival instructions shall be a routine part of an integrated quality improvement process and shall be reported on a monthly basis with response statistics.
- 4.1.8 The designated Dispatch Center shall participate in the EMS Agency's Continuous Quality Improvement (CQI) process in accordance with Section 2.1.11.

SECTION 4.2 - Dispatch Data Reporting

Upon request of the County, Operations Contractor shall provide the following reporting information:

- 4.2.1 Response Time Reports:
 - A. Emergency life threatening and non-life threatening response times by jurisdiction and by user definition per the Medical Priority Dispatch System

- B. Inter-facility response times
- C. Unscheduled non-emergency and scheduled non-emergency response times by jurisdiction and by user definition per the Medical Priority Dispatch System
- D. Turn Out Time response times by crew members
- E. Point of dispatch to arrival-at-scene response times
- F. Time from scene to hospital by crew members
- G. Ambulance Patient Offload Time (APOT) report
- H. Emergency and non-emergency responses by hour and day
- I. Dispatch call processing response time reports
- J. Incident number
- K. Canceled run report
- L. Utilization ratio by unit
- M. Dry-run reports
- N. Demand analysis report showing calls by day of week, hour of day
- O. Call priority by hour and day
- P. Post utilization rates
- Q. Ambulance alert exception report (report of any delay between dispatcher's receipt of call and the dispatched request for service to the ambulance unit).

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

SECTION 4.3 - Dispatch Personnel Requirements

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

- 4.3.1 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.
- 4.3.2 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.
- 4.3.3 Utilize AQUA for performance evaluation of EMD.
- 4.3.4 Maintain and keep current EMD staff certifications.
- 4.3.5 Provide staff orientation to the emergency medical services system.
- 4.3.6 Maintain continuing education requirements.
- 4.3.7 Provide resource management.
- 4.3.8 Provide operational plan management.
- 4.3.9 Manage 9-1-1 non-urgent requests for service.
- 4.3.10 Manage critical care transport requests for service.
- 4.3.11 Utilize the most recent version of ProQA and AQUA.

SECTION 4.4 - Record of Dispatch Calls

Upon request of the County EMS Agency, Operations Contractor 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 Operations Contractor Executive Director.

ARTICLE V – VEHICLES, EQUIPMENT AND SUPPLY REQUIREMENTS

SECTION 5.1 - Ambulance Vehicles

5.1.1

- 5.1.3 Operations Contractor-Provided Vehicles, Equipment and Systems: Operations Contractor will be required to provide all vehicles, equipment and systems, other than those outlined in Sections 5.1.1 and 5.1.2 above, necessary to fulfill the requirements of this Contract. Vehicles, equipment and systems to be provided by Operations Contractor include, without limitation, dispatch equipment/systems, computer systems, mobile and portable radios, emergency alerting devices, ALS ambulances, supervisory vehicles, monitors, defibrillators, other clinical equipment, crew quarters and administrative offices.

SECTION 5.2 - Ambulance Vehicle Marking

All ambulances shall be marked as described in Appendix D, "Vehicle Markings", attached hereto and incorporated by reference herein. Operations Contractor shall not modify ambulance vehicle markings without the expressed written consent of County.

SECTION 5.3 - Drugs and Medical Supplies

Operations Contractor 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.

SECTION 5.4 - ALS Medical Equipment

- 5.4.1 Standards for medical equipment shall be in compliance with the County EMS Agency Policy and Procedure Manual promulgated by the County EMS Agency as required for the level of service being provided. The County EMS Agency provides a copy of the Policy and Procedure Manual and Manual updates on an ongoing basis to each Operations Contractor subcontractor's facility and to the Operations Contractor Executive Director. The Operations Contractor shall be charged with knowledge of the current Policy and Procedures Manual and Manual updates. The Policy and Procedures Manual shall be updated from time to time as determined necessary by the County EMS Agency. Any substantial financial impact to the Operations Contractor resulting from proposed policy updates shall be resolved prior to implementation of a new policy.
- 5.4.2 Large (K-type) O2 cylinders shall not be allowed by the Operations Contractor 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.
- 5.4.3 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.
- 5.4.4 Upon inspection by the County, any primary or backup ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is corrected. At 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.

- 5.4.5 First Responder (ALS and BLS) Equipment and Supply Replenishment: Operations Contractor shall develop mechanisms to exchange reusable orthopedic appliances, and restock disposable and ALS medical supplies, except pharmaceuticals, used by first responders when treatment has been provided by first responder personnel and patient care is assumed by Operations Contractor's personnel. Equipment and supplies will be exchanged on a one-for-one basis. Whenever possible, this exchange should be accomplished on scene. If patient care or circumstances at the scene prevent an on scene exchange, Operations Contractor will arrange to accomplish it as soon as reasonably possible. If Operations Contractor is cancelled en route or at the scene and no patient contact is made by Operations Contractor's personnel, Operations Contractor shall not be obligated to restock the first responder agency supplies.

SECTION 5.5 - Vehicle and Equipment Maintenance and Repair

- 5.5.1 Under this Contract, the Operations Contractor shall be responsible for all maintenance of vehicles, on-board equipment, and facilities used by the Operations Contractor in performance of this work. The Operations Contractor shall establish a record-keeping system for the maintenance program, including problem pattern analyses and vehicle and equipment maintenance histories and costs, and make these records available to County upon request.
- 5.5.2 The Operations Contractor 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.
- 5.5.3 The Operations Contractor shall be responsible for any maintenance and repairs on any County equipment utilized by the Operations Contractor, which shall include, but not be limited to, ambulance vehicles, communications equipment, and electronic medical equipment (ePCR mobile devices, monitors and defibrillators).

SECTION 5.6 - Communications Equipment:

Operations Contractor shall meet the following standards for communications equipment:

- 5.6.1 Operations Contractor shall possess and agree to utilize exclusively and maintain two-way communication equipment that is compatible with County approved dispatch, designated Base Hospital 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.)
- 5.6.2 Operations Contractor 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.
- 5.6.3 Operations Contractor shall ensure that a sufficient number of radios are available for replacement in the event of breakdown, maintenance, and disaster operations.

- 5.6.4 Operations Contractor shall provide emergency alerting devices for off-duty personnel who agree to carry one for the purposes of system recall.
- 5.6.5 Operations Contractor shall ensure that each ambulance is equipped with a communications unit capable of transmitting on UHF Med 1 to Med 10.
- 5.6.6 Operations Contractor shall provide and maintain cellular telephones for Base Hospital contact in the event of Med-Net failure.
- 5.6.7 Operations Contractor shall provide all necessary radio equipment to fulfill the requirements of this Contract.
- 5.6.8 Operations Contractor shall ensure the availability of all required dispatch radio frequencies and related FCC licenses.
- 5.6.9 Operations Contractor shall provide and maintain cellular connectivity for the mobile ePCR tablet.
- 5.6.10 Operations Contractor shall ensure that a sufficient number of mobile ePCR tablets are available for replacement in the event of breakdown, maintenance, and disaster operations.

SECTION 5.7 - Inventory of Ambulances and Other County-Owned Equipment

- 5.7.1 Annually, the Operations Contractor shall inventory their facilities and each ALS ambulance equipped with County purchased equipment for the purpose of verifying the location and condition of all County owned fixed assets. The Operations Contractor 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.
- 5.7.2 County shall provide to Operations Contractor a list of all CSA No. 3 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 Operations Contractor. The Fixed Asset Inventory of January 24, 2018 is attached (Appendix C) and shall form the basis for all future lists. The list shall be accompanied by the County established time lines that the Operations Contractor agrees to meet.
- 5.7.3 In the event that there are missing items or items that cannot be located, a letter of explanation is required, signed by the Operations Contractor Board Chairperson, detailing what is missing, why, and what process was used to locate the item. The letter is to be submitted to HHSa along with the signed off inventory list one (1) week prior to the deadline established by the El Dorado County Auditor-Controller. HHSa will submit a list of any missing items or items that cannot be located to the Board of Supervisors, and request Board direction on any action to be taken, which may include declaration of a minor breach.

- 5.7.4 Return of County Equipment: Operations Contractor agrees to return any County issued equipment in good working order, normal wear and tear excepted, at the termination of the Contract. For any County equipment not returned at the conclusion of the term, or, for any equipment returned damaged or unusable, County shall repair or replace said equipment at Operations Contractor's expense and deduct an equivalent amount from Operations Contractor's performance security, if one has been provided.

ARTICLE VI – DATA COLLECTION AND REPORTING REQUIREMENTS

SECTION 6.1 - Prehospital Patient Care Report/Billing Form, ePCR Required

- 6.1.1 After implementation, Operations Contractor shall utilize an ePCR, meeting the standards and specifications of the EMS Agency Medical Director. The ePCR is required to be completed for all patients for whom care is rendered at the scene, regardless of whether the patient is transported. Patient care records shall clearly identify those instances when two (2) or more patients are transported in the same ambulance so that proper billing can be done. Further, a round trip transport occurs when a single ambulance takes a patient to a destination and then provides a transport back to the point of origin. Round trip transports, other than "wait and return" trips are to be counted as two (2) transports.
- 6.1.2 In order to ensure that County and EMS Agency Medical Director can conduct system-wide quality improvement activities, Operations Contractor is required to provide County with electronic copies of accurately completed patient care forms including, but not limited to, correct name, address, date of birth, social security number, and signature of the patient or patient representative (or clearly stated reason why patient is unable to sign) and sufficient information to appropriately document medical necessity.
- 6.1.3 In the event that hardware, software, communications, licensing, or other technical problems temporarily prohibit the real-time capture of ePCR data and information, Operations Contractor shall have an immediately available backup system to manually collect all required information. Upon manual collection of this information, it shall be Operations Contractor's responsibility to enter it into appropriate electronic databases to assure compliance with the reporting requirements and timelines of this Agreement.
- 6.1.4 Properly completed ePCR shall be delivered or electronically available to the County within forty-eight (48) hours of the completion of each call. At County's sole discretion, Operations Contractor may be considered exempt from failures to meet this requirement that are outside of Operations Contractor's reasonable control.
- 6.1.5 For every ePCR not delivered within five (5) business days of the required delivery date, County shall fine Operations Contractor two hundred fifty dollars (\$250), in accordance with Section 2.3.2, herein.
- 6.1.6 For every ePCR that is not accurately completed and turned over to the County within thirty (30) days of the completion of each call, County shall fine Operations Contractor an additional one thousand dollars (\$1,000), in accordance with Section 2.3.2, herein.

- 6.1.7 HHS Ambulance Billing personnel shall notify Operations Contractor of failure to adequately complete an ePCR. Operations Contractor shall take the necessary action to correct the omission/ error situation. Ambulance Billing personnel shall contact Operations Contractor to help identify Operations Contractor personnel in need of additional training. Operations Contractor acknowledges and agrees that complete and timely reporting is of the essence of this agreement.
- 6.1.8 All PCR's and ePCR's shall be completed in accordance with the El Dorado County EMS Policy: *"EMS Documentation Policies and Procedures"*

SECTION 6.2 - Incident Report

Operations Contractor 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 Operations Contractor 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 Operations Contractor.

- 6.2.1 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 Operations Contractor's monthly report.
- 6.2.2 Unusual Activities: The Operations Contractor shall document any and all incidents of unusual activities or occurrences that impacted or had an effect on the normal delivery of services. Events that an attending medic or the Operations Contractor feel should be documented but are not appropriate to include on the ePCR 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.
- 6.2.3 Vehicle Failure and Accident Reporting: The Operations Contractor shall document vehicle failure above and beyond usual scheduled maintenance and repairs and ambulance vehicle accidents that could potentially have a detrimental effect on patient care issues.

SECTION 6.3 - Response Time Reporting

- 6.3.1 Ambulance Response Time Report and Penalties:
Within seven (7) business days after the end of each month, Operations Contractor shall submit a monthly report on all emergency medical response times for the service areas. Such report shall include data identifying the Incident Number, Date, Unit Number, Response Mode (Code-2 or Code-3), service area location (Urban, Semi-Rural, Rural, or

Wilderness), and the following times: Time of Dispatch, Arrival at Scene, Ambulance Arrival at the Emergency Department, and Ambulance Patient Offload Time.

Operations Contractor shall provide reports detailing Operations Contractor's performance during the preceding month as it relates to each of the performance requirements stipulated herein. These reports shall be submitted electronically, via email, or other suitable medium approved by County. For each day that Operations Contractor fails to provide the reports, County shall fine Operations Contractor one hundred dollars (\$100). At County's sole discretion, Operations Contractor may be exempted from this penalty for any delay in the submission of the month-end report that is due to a delay caused by County

6.3.2 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 Operations Contractor shall submit a Response Time Exception Report available at: http://www.edcgov.us/Government/EMS/EMS_Forms.aspx, or subsequent replacement website, and shall ensure that its personnel understand and utilize such forms. 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 within seven (7) business days after the end of each month.

6.3.3 Response Time Review: The County EMS Agency shall review all Response Time Reports and Response Time Exception Reports monthly to determine if performance standards are met or exceeded and if non-performance penalties shall be assessed.

SECTION 6.4 - Transmittal of Data and Reports:

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

Operations Contractor shall provide agendas and minutes of all Operations Contractor Board meetings to the County EMS Agency Administrator and the County CAO at the time agendas and minutes are provided to Operations Contractor Board Members.

ARTICLE VII – OTHER AGREEMENT REQUIREMENTS

SECTION 7.1 - County Operation Policies:

The Operations Contractor shall be responsible to comply with all operational policies and standards currently articulated in this Contract; the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; County Emergency Medical Service and Medical Transportation Ordinance; and policies and procedures promulgated by the El Dorado County Emergency Medical Services Agency. Operations Contractor shall have opportunity to provide input into El Dorado County Emergency Medical Services Agency policies and procedures through the Medical Advisory Committee.

SECTION 7.2 - Non-Competition

The Operations Contractor, or any principal of the Operations Contractor, 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.

SECTION 7.3 - 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. Operations Contractor shall provide ambulance billing rate forms to ambulance personnel, and personnel may make these forms available to individuals upon request.

SECTION 7.4 - Market Rights and EMS Aircraft Services

County Service Area No.3 - South Shore: This zone is an exclusive operating area for 9-1-1 emergency and non-emergency ambulance transports, all ambulance interfacility transport service and critical care transports. The County is the sole provider of these services under a public utility model as identified in the County's EMS Plan by the authority of the Board of Supervisors. County reserves its rights to take any and all appropriate action, and to exercise its discretion with regard to any other public or private emergency medical transporters. County reserves the right to utilize public or private EMS aircraft services as defined in Title 22, Chapter 8, Article 1, Section 100279, if such utilization is in the best interest of the public.

SECTION 7.5 - 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 Operations Contractor, for a period of several months, may be operating as a "lame duck" operator. To assure continued performance fully consistent with the requirements of the Agreement through any such period, the following provisions will apply:

- 7.5.1 Operations Contractor will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent Agreement to a competing organization, including but not limited to compliance with the provisions related to the qualifications of key personnel.
- 7.5.2 Operations Contractor will make no changes in methods of operation which could reasonably be considered to be aimed at cutting Operations Contractor services and operating cost to maximize profits during the final stages of the Contract.
- 7.5.3 County recognizes that if a competing organization should prevail in a future procurement cycle, Operations Contractor may reasonably begin to prepare for transition of the services to a new contracting agency. County will not unreasonably withhold its approval of Operations Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scaled down certain inventory items, etc., as long as such transition activity does not impair Operations Contractor's performance during this period.

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

SECTION 7.6 – Assignment and Delegation:

Operations Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Operations Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Any material change in control of Operations Contractor shall be considered a form of assignment of the Agreement, and must be approved by the County of El Dorado Board of Supervisors.

SECTION 7.7 - Subcontractors:

County acknowledges that Operations Contractor is a single point of contracting for the provision of Prehospital Advanced Life Support Ambulance and Dispatch Services, and that Operations Contractor contracts with various Member Agencies for the provision of Prehospital Advanced Life Support Ambulance and Dispatch Services. Operations Contractor shall execute agreements with all Member Agencies (if applicable) of the Operations Contractor providing services under this Agreement by the date of execution of this Agreement to include all County ordinance and EMS Agency ALS requirements and provisions. Agreements with Member Agencies shall require Member Agencies to comply with the requirements of the California Health and Safety Code, Division 2.5, Section 1797 et seq.; California Code of Regulations, Title 22, Division 9, Chapter 4, Article 5, Section 100164; the County Emergency Medical Service and Medical Transportation Ordinance; this Contract for Prehospital Advanced Life Support and Dispatch Services; the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, El Dorado County Trauma Plan, and applicable agency, State or local statutes, ordinances or regulations.

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

failure of any Member Agency to perform any duty or deliver contracted performance shall not excuse Operations Contractor from any responsibility under this Contract.

SECTION 7.8 - Health Insurance Portability and Accountability Act (HIPAA)

Under this Agreement, the Operations Contractor 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 Operations Contractor for the purposes of carrying out its obligations. The Operations Contractor 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 Operations Contractor and County, the Operations Contractor agrees to faithfully distribute to all patients the El Dorado County Notice of Privacy Practices, form to be approved and/or 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.

SECTION 7.9 - 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 B, incorporated herein and made a part hereof, and as amended from time to time.

SECTION 7.10 - Product Endorsement/Advertising

Operations Contractor shall not use the name or equipment of County for the endorsement of any commercial product or service without the express written permission of County.

ARTICLE VIII – TAKEOVER PROCESS

SECTION 8.1 - Expedited Takeover

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 Agreement would endanger the public health and safety. County shall immediately so notify the Operations Contractor in writing, which shall then have the right to a hearing before the Board of Supervisors. The takeover shall be effective pending the conducting of the hearing. Operations Contractor shall submit their request for a hearing to the County Public Health Officer within fifteen (15) days of receipt of the County Public Health Officer's written findings. The written decision shall be issued within fifteen (15) days thereafter to continue, terminate, or modify the takeover.

The County may terminate the takeover period at any time, and return the operations to the Operations Contractor. The takeover period shall last as long as the Chief Administrative Officer believes is necessary to stabilize the prehospital Advanced Life Support services system to protect the public health and safety.

SECTION 8.2 - Takeover Cooperation

The Operations Contractor's cooperation and full support of such emergency takeover shall not be construed as acceptance by the Operations Contractor of the finding of major breach, and shall not in any way jeopardize the Operations Contractor'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 Operations Contractor 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.

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 Operations Contractor owned vehicles and equipment utilized in the performance of this Contract, in accordance with Appendix F "Security Agreement" attached hereto and incorporated by reference herein. Such Security Agreement shall be executed concurrently with the execution of this Agreement and shall remain in full force and effect for the term of the Agreement or until takeover is fully resolved, whichever is later.

SECTION 8.3 - Equipment and Vehicle Sublease Agreements

8.3.1 Takeover Rights (Step-In)

In order for County to exercise takeover rights under the terms of this Contract, Operations Contractor shall maintain a Contingent Lease Agreement with County for any Operations Contractor owned equipment that County would need in order to operate this ambulance service. The Contingent Lease should be substantially in the form of the sample attached as Appendix G, "Contingent Lease Agreement." Such Contingent Lease Agreement shall be executed concurrently with the execution of this Agreement and shall remain in full force and effect for the term of the Agreement or until takeover is fully resolved, whichever is later.

8.3.2 Vehicle and ALS Equipment Requirements

- A. Operations Contractor may choose to hold title to vehicles and ALS equipment or enter into some form of a lease arrangement. If ownership is desired, Operations Contractor must maintain a Contingent Lease Agreement with County, whereby County, at its discretion, can assume immediate control of the ambulances and ALS equipment in the event of breach of Contract, declared bankruptcy, failure to efficiently and adequately provide prompt service delivery, unforeseen cessation of operations, or termination of Agreement for whatever reason.

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

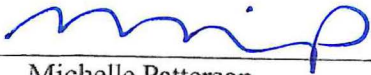
SECTION 8.4 - Final Authority

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

ARTICLE IX – ENTIRE AGREEMENT


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

Requesting Contract Administrator Concurrence:

By: 
Michelle Patterson
Manager, EMS, Preparedness, and Response
Chief Administrative Office

Dated: 8/28/2019

Requesting Department Head Concurrence:

By: 
Don Ashton
Chief Administrative Officer

Dated: 8/28/19

IN WITNESS WHEREOF, the parties hereto have executed this Agreement # 4238 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 8-27-19

By: B.K. Veerkamp
Brian K. Veerkamp ~~Board Secretary, Chair~~
Vice-chair Board of Supervisors
"County"

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

By: Kyra Schaffner
Deputy Clerk

Dated: 8-27-19

-- OPERATIONS CONTRACTOR --

By: Robert Bennett

Chairperson, Board of Directors
"OPERATIONS CONTRACTOR"

Dated: 8-19-19

ATTEST:

By: Barbara
Board Secretary

Dated: 8-26-19

Lake Tahoe

Cascade Lake

Dicks Lake

Gilmore Lake

Half Moon Lake

Susie Lake

Lake of the Woods

Fallen Leaf Lake

Angora Lakes

Echo Lakes

South Fork American River

Twin Bridges

Phillips

Sciots Camp

Elbert Lake

Fallen Leaf

Angora Creek

US HWY 50

Upper Truckee River

NORTH UPPER TRUCKEE RD

MEYERS

SAWMILL RD

LAKE TAHOE BLVD

EMERALD BAY RD

PIONEER TRL

AL TAHOE BLVD

SKY RUN BLVD

Heavenly Vall

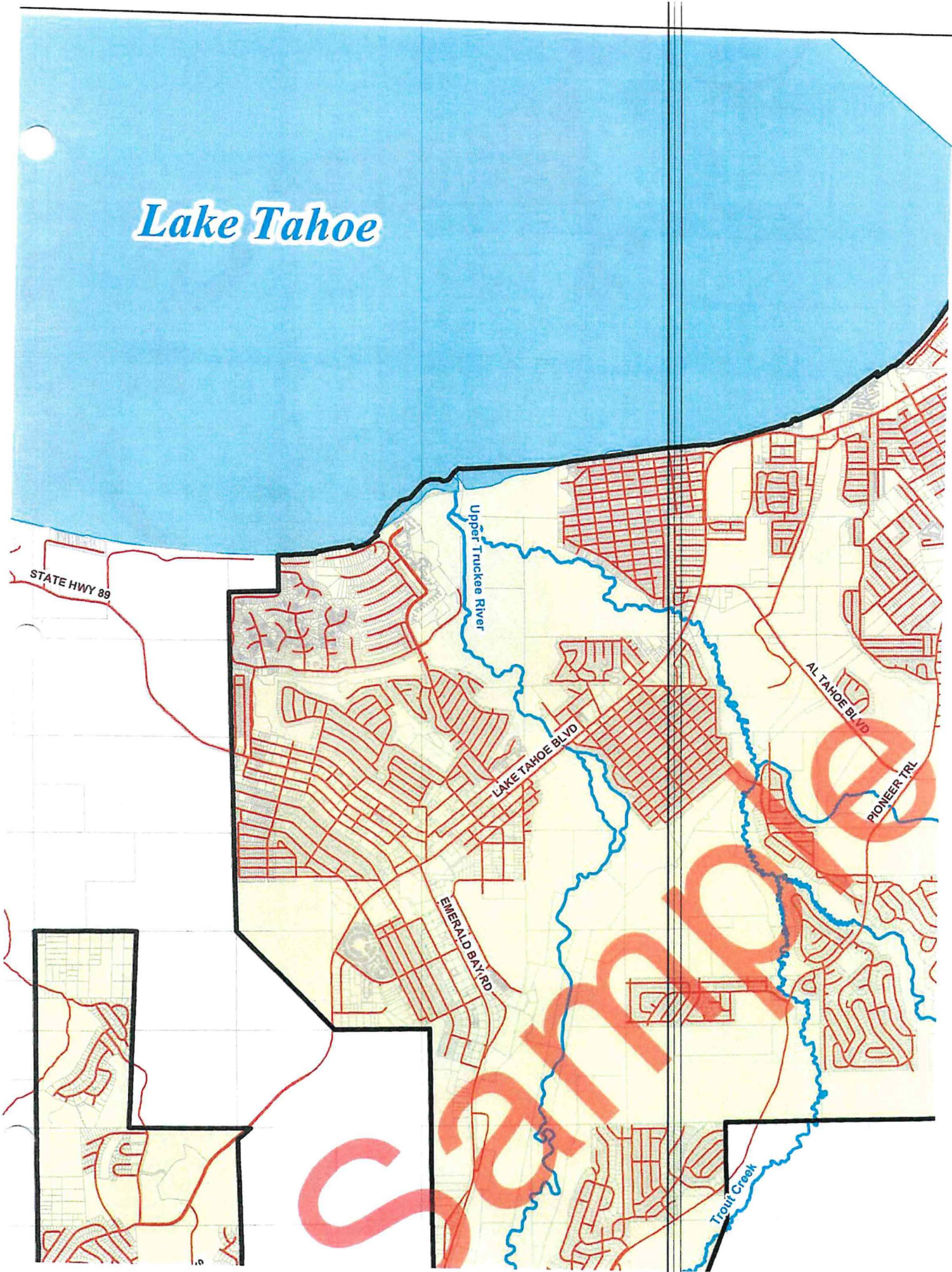
Trout Cree

Saxon Creek

STATE HWY 89

Sample

Lake Tahoe



STATE HWY 89

Upper Truckee River

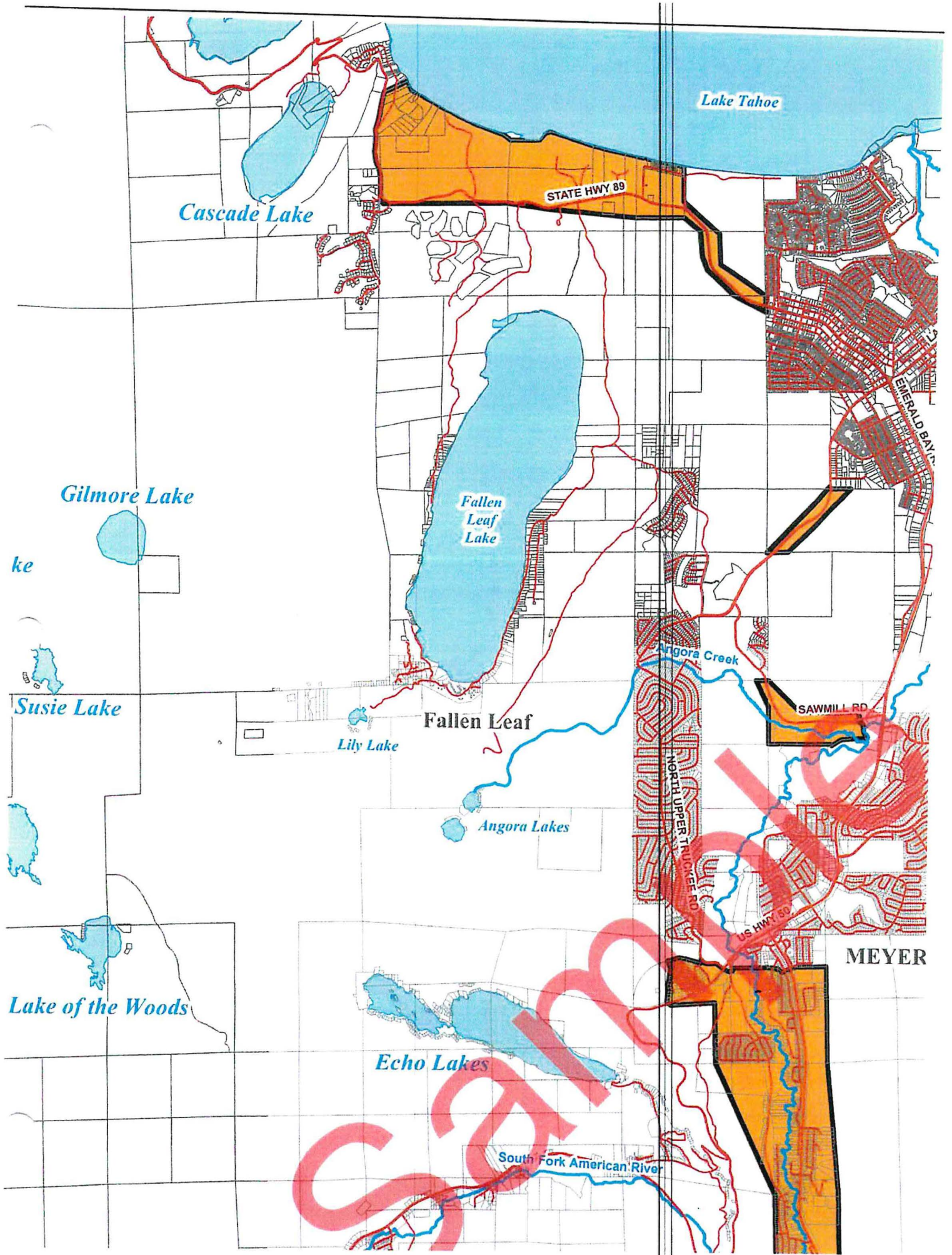
LAKE TAHOE BLVD

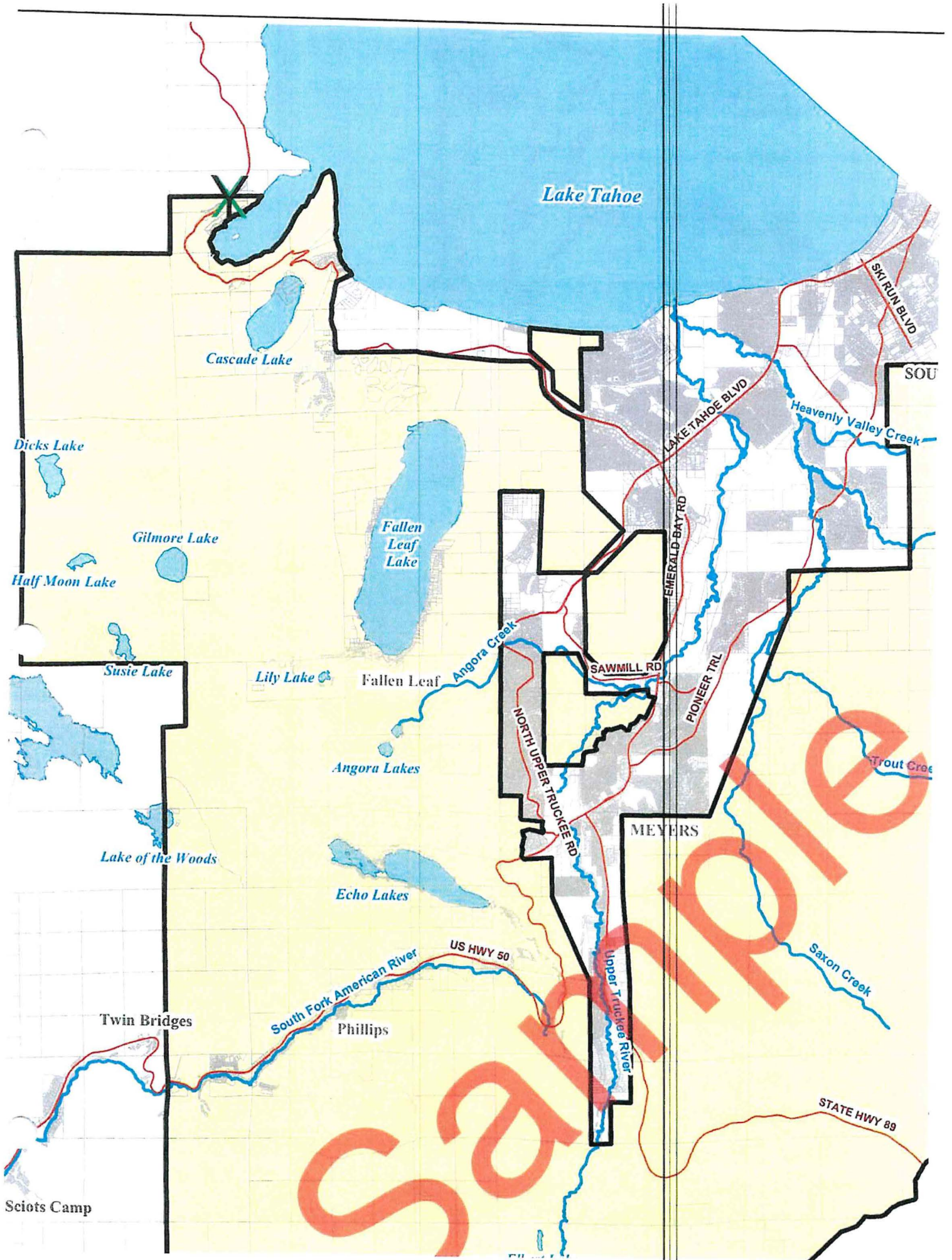
EMERALD BAY RD

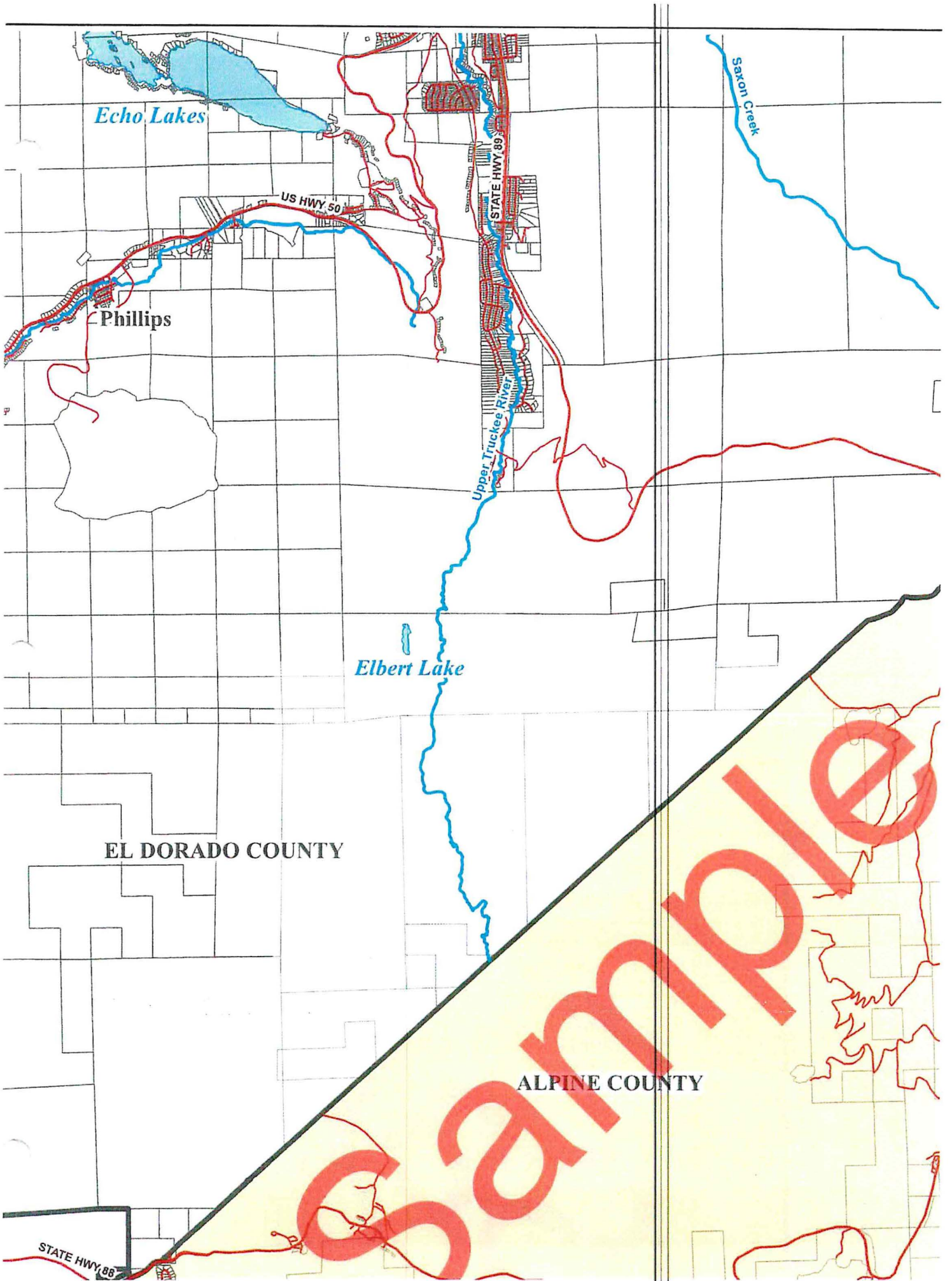
AL TAHOE BLVD

PIONEER TRL

Trout Creek







Echo Lakes

Phillips

US HWY 50

STATE HWY 89

Saxon Creek

Upper Truckee River

Elbert Lake

EL DORADO COUNTY

ALPINE COUNTY

STATE HWY 86

Sample

APPENDIX B

2019 EL DORADO COUNTY AMBULANCE RATE SCHEDULE

Effective July 1, 2019

Description	Rate
ALS Emergency Base Rate ¹ – Resident	\$1,562
ALS Emergency Base Rate – Nonresident*	\$1,842
ALS Non-Emergency Base Rate ² – Resident	\$1,562
ALS Non-Emergency Base Rate – Nonresident*	\$1,842
ALS Level 2 ³ – Resident	\$1,647
ALS Level 2 – Nonresident*	\$1,927
Mileage	\$34/mile
Facility Waiting Time (per 1/4 hour)	\$288
Oxygen Use	\$121
Standby (Per Hour)	\$213
Critical Care Transport ⁴ – Resident	\$2,311
Critical Care Transport – Nonresident*	\$2,592
Treatment – No Transport ⁵	\$445
Medical Supplies & Drugs ⁶	Market Cost + 15%

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

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

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

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

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

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

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

CSA 3 Fixed Assets Inventory
As of June 25, 2018

Gold Tag #	Index	Serial Number	Manufacturer	Make	Model	Hardware ID	Agency	Unit Assigned To	Key Board	Year Acu.	Value
108847	408110	R52J50ADPNT	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	0875af4008e2456	CTESOA (JPA)	M1	Yes	2017	\$593
108848	408110	R52J50ADP2X	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	b0ac591c461f9e34	CTESOA (JPA)	M2	Yes	2017	\$593
108849	4008110	R52J50ADXAV	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	f4f54ac49500885	CTESOA (JPA)	M3	Yes	2017	\$593
108850	408110	R52J50ADZFP	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	f8e5b7f5e198444	Lake Valley FPD	M6	Yes	2017	\$593
108851	408110	R52J50AE1JZ	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	f366470e6c6af55	Lake Valley FPD	M7	Yes	2017	\$593
108852	408110	R52J50AE66B	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	f875ae551b3c697	Lake Valley FPD	E-6	Yes	2017	\$593
108853	408110	R52J50BFNBZ	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	f3664a54cb3c90f	Lake Valley FPD	E-7	Yes	2017	\$593
108854	408110	R52J50BFN7W	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	f30659590fa46b	SLT Fire & Rescue	E-1	Yes	2017	\$593
108855	408110	R52J50BFQKP	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	f4f6448696a88f5	SLT Fire & Rescue	E-3	Yes	2017	\$593

Specifications for the Marking of El Dorado County Ambulances

A. Vehicle Striping - General

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

B. Medic Unit Identification Plate Specifications

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

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

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



Figure 1 – Driver's Side View



Figure 2 – Passenger Side View

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

a. Medic Unit Number Plate

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

The top of the passenger side number plate is located 9¾ inches below the top of the door drip line and centered on the compartment door.

b. Medic Unit Number

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

c. Paramedic

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



Figure 3 – Rear View

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

a. Medic Unit Number

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

b. Paramedic

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



Figure 4 – Front View

Appendix "E"

HIPAA Business Associate Agreement

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

- B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA's possession constitutes a Designated Record Set.
 - C. To assist the County in meeting its disclosure accounting under HIPAA:
 - (1) BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if know, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
 - (2) Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.
 - D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.
5. Obligations of County.
- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
 - C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.

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

7. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.
- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.

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

SECURITY AGREEMENT

between

California Tahoe Emergency Services Operations
Authority

and

The County of El Dorado

This Security Agreement is entered into on August 27, 2019, between the California Tahoe Emergency Services Operations Authority (hereinafter referred to as "CONTRACTOR"), whose principal place of business is 2211 Keetak Street, South Lake Tahoe, CA 96150, and the County of El Dorado (hereinafter referred to as "County") a political subdivision of the State of California.

WHEREAS, the Contractor 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 Contractor** 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 Contractor owned vehicles and equipment with which to provide advanced life support services;

NOW, THEREFORE, The Contractor agrees as follows:

Contractor grants to County a security interest in the property described in Exhibit A to this Agreement, incorporated herein and made by reference a part hereof. Such property shall be referred to in this Agreement as the Collateral:

The Contractor warrants the Collateral is to be used in the provision of ambulance services under the EMS Agreement dated _____. The Contractor's chief place of business is 2211 Keetak Street, South Lake Tahoe, CA 96150. 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 Contractor has, or on acquisition will have, full title to the Collateral free from lien, security interest, encumbrance, or claim, and the Contractor, at the Contractor's cost and expense, will defend any action that may affect the County's security interest in, or the Contractor'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 Contractor 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 Contractor, at the Contractor'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 Contractor 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 Contractor must deliver a duplicate copy of each such policy to County.

Protection of Collateral

5. The Contractor will keep the Collateral in good order and repair and will not waste or destroy the Collateral or any part of it. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor any actions and conditions, obligations, or covenants that the Contractor 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 Contractor 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 three percent, will be payable at the place designated in the Contractor's note, and will be secured by this Security Agreement.

Change of Place of Business

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

Attorney-in-Fact

11. The Contractor appoints County as the Contractor's attorney-in-fact to do any act that the Contractor is obligated by this Security Agreement to do, to exercise all rights of the Contractor 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 Contractor or right of County and will not constitute a waiver of any other similar default that occurs later.

Default

13. The Contractor 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 Contractor 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 Contractor, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against the Contractor.

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 Contractor 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.

CONTINGENT LEASE AGREEMENT
COUNTY OF EL DORADO

THIS CONTINGENT LEASE Agreement (Agreement) is entered into as of the day 27th of August, 2019, between the County Of El Dorado, a political subdivision of the State of California, (Lessee), and California Tahoe Emergency Services Operations Authority (hereinafter referred to as Lessor or Contractor).

WHEREAS, Lessor and Lessee have entered into an agreement for ambulance services (Contract # 4238), which is incorporated herein for all purposes, which contemplates that the parties would enter into a mutually agreed upon arrangement to facilitate Lessee's "Takeover rights" as described in the Contract; and

WHEREAS, in the event of a "takeover", Lessee desires to lease certain ambulances and certain items of equipment (collectively known as Equipment) specified on Exhibit A attached hereto and incorporated herein for all purposes, to Lessee, and Lessee desires to lease the Equipment from Lessor upon the terms and contained in this Agreement and based on the Contract; and

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

WHEREAS, Lessor and Lessee agree that this Contingent Lease Agreement shall become effective and the Lessee shall lease the Equipment only upon occurrence of the contingency provided in section 3 hereof in the event of exercise of takeover rights in accordance with the Contract;

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

- 1) Agreement to Lease: That all matters stated above are found to be true and correct and are hereby incorporated into the body of this Agreement as if copied herein in their entirety. This Agreement sets forth the terms and conditions upon which Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment specified on Exhibit "A" attached hereto and incorporated by reference herein.
- 2) Acceptance: Lessor warrants that the Equipment complies in all respects with the terms and provisions of the Contract. Lessee hereby accepts the Equipment for lease upon and subject

APPENDIX F

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Sue Novasel, Chair
Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

California Tahoe Emergency Services Authority

By: *Randy Petterson*

Dated: 8-19-19

Chairperson, Board of Directors
"Contractor"

ATTEST:

By: *Sam Yeh*
Board Secretary

Dated: 8-26-19

to the terms and conditions of this Agreement "as is" and Lessee hereby agrees to be fully and completely bound by each and all of the terms and conditions hereof.

- 3) Lessee's Performance Rights and "Takeover Rights": This Agreement shall be contingent and effective solely upon the determination by the El Dorado County Board of Supervisors that a Major Breach as defined in the contract #4236 has occurred and Lessee's "takeover rights" or "performance rights" are activated in accordance with said contract. Once "takeover rights" are activated by Lessee by notice to Lessor that a majority vote of the El Dorado County Board of Supervisors has been made to effectuate an immediate "takeover" or takeover by Lessee pursuant to and by the Contract, then Lessee shall have the option, at its sole discretion to take possession and control of the Equipment subject to the terms and conditions of this Agreement.
- 4) Rent, Lease Term and Renewal: Upon Lessee exercising its performance rights, Lessee shall pay Lessor or Lessor's assignee or successor monthly rent for the Equipment in an amount equal to the fair market monthly rental value of the Equipment ("Rental Payment"), less any offset for amounts due from Lessor to Lessee under the Contract. One such Rental Payment shall be due and payable during the term of this Agreement on or before the first day of each calendar month succeeding the calendar month in which Lessee exercises its performance rights; provided that in the event the term hereof shall end during a calendar month or a subsequent sublease shall be executed, the rent for any fractional calendar month preceding the end of the term of this Agreement or the effective date of the subsequent sublease agreement, as applicable, shall be prorated by days. In addition, Lessee shall pay rent for the fractional calendar month in which Lessee exercises its performance rights prorated by days commencing with the day Lessee takes possession and control of the Equipment. The term of this Agreement ("Lease Term") shall commence on the exercise of Lessee's performance rights hereunder and shall continue for the same period of time as the Contract, unless sooner terminated pursuant to the provisions hereof. The amount of the fair market monthly rental value ("FMMRV") of the Equipment shall be determined by agreement of the Lessor and Lessee. In the event that the Lessor and Lessee cannot agree upon the fair market monthly rental value of the Equipment within three (3) months of the date when the initial Rental Payment amount or any subsequent adjusted Rental Payment amount becomes due ("Agreement Date"), the fair market monthly rental value of the Equipment shall be determined by the following appraisal process. Within ten (10) days after the FMMRV Agreement Date, each party shall select an appraiser and shall submit in writing the name of the appraiser so selected to the other party. Within twenty (20) days after the FMMRV Agreement Date, the two (2) appraisers so selected by the parties shall select a third, and the three (3) appraisers shall determine the FMMRV of the Equipment and shall submit in writing their determination to both parties within thirty (30) days of the FMMRV Agreement date. The three (3) appraisers' determination of the FMMRV of the Equipment shall be binding upon both Lessor and Lessee when approved by the El Dorado County Board of Supervisors.
- 5) Payment of Rent: The Rental Payments and any other payments under this Agreement shall be payable only from the current revenues of Lessee or any other funding source Lessee should choose and shall be made to Lessor or to Lessor's assignee or successor at Lessor's

address shown on the signature page hereof, or at such other address as Lessor or Lessor's assignee may designate, in immediately available funds in such coin or currency of the United States of America or other medium of exchange which at the time of payment shall be legal tender for the payment of public and private debts.

- 6) Non-appropriation of Funds: In the event funds are not budgeted and appropriated in any fiscal year of Lessee for Rental Payments due under this Agreement for the then current or succeeding fiscal year of Lessee, this Agreement shall impose no obligation on the Lessee as to such current or succeeding fiscal year of Lessee and this Agreement shall become null and void. No right of action or damage shall accrue to the benefit of Lessor, its successors or assignees, for any further payments. If the provisions of this are utilized by Lessee, Lessee agrees to promptly notify Lessor or Lessor's assignee within a reasonable amount of time that funds are not budgeted and appropriated, and to immediately and peaceably surrender possession of the Equipment to Lessor or Lessor's assignee or the appropriate entity. In all events, Lessee shall pay Rental payments for each month the Equipment is utilized by the Lessee or an agent of the Lessee.
- 7) Purchase Option: In the event Lessee has exercised its performance rights upon thirty (30) days prior written notice from Lessee to Lessor ("Purchase Option Notice"), and provided there is no Event of Default (as defined herein) or Incipient Default (as defined herein) then existing Lessee shall have the right to purchase the Equipment by paying to Lessor, on such date, the Rental Payment then due together with an amount equal to the then Fair Market Value ("Concluding Payment") of the Equipment, Fair Market Value of the Equipment shall be determined by agreement of the Lessor and Lessee. In the Purchase Option notice from the Lessee to the Lessor, the Lessee shall indicate what Lessee believes the Concluding Payment amount should be within ten (10) days after receipt of the Lessee's Purchase Option notice. Lessor shall notify Lessee in writing if Lessor disagrees with the Lessee's Concluding Payment amount as specified in the Lessee's Purchase Option notice ("Lessor's Response Notice"). In the event Lessor fails to deliver Lessee's Response Notice within ten (10) days after Lessor's receipt of the Lessee's Purchase Option notice, Lessor shall be obligated to sell the Equipment to Lessee for the Rental Payment then due together with the Concluding Payment amount set forth in Lessee's Purchase option notice. In the event Lessor delivers the Lessor's Response Notice in a timely fashion, then within ten (10) days after Lessee's receipt of Lessor's Response Notice, each party shall select an appraiser and submit in writing the name of the appraiser so selected to the other party. Within twenty (20) days after Lessee's receipt of Lessor's Response Notice, the two (2) appraisers so selected by the parties shall select a third appraiser, and the three (3) appraisers shall determine the fair market value of the Equipment and shall submit in writing, their determination to both Lessor and Lessee. Such determination by the three (3) appraisers of the fair market value of the Equipment shall be the Concluding Payment amount and shall be binding upon Lessor and Lessee. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is without warranty express or implied, except that Lessor shall warrant the Equipment is free and clear of any liens created by Lessor. Documentation verifying that any Equipment is free and clear of any liens created by Lessor will be provided to Lessee promptly.

- 8) Statement of Lease: This Agreement shall constitute a lease of personal property, and Lessee agrees to take all action necessary or reasonably requested by Lessor or Lessor's assignee to ensure that the Equipment shall be and remain personal property, and nothing herein shall be construed as conveying to Lessee any interest in the Equipment other than its interest as a Lessee. Lessee shall, at its expense, protect and defend the interests of Lessor or Lessor's assignee in the Equipment against all third party claims as a result of Lessee's negligent act, keep the Equipment free and clear of any mortgage, security interest, pledge, lien, charge, claim or other encumbrance (collectively, "Lien"), except any Lien arising solely through acts of Lessor or Lessee's assignee ("Lessor's Lien"); give Lessor or Lessee's assignee immediate notice of the existence of any such Lien; and defend Lessor or Lessor's assignee against any claim, liability, loss damage or expense arising in connection with any of the foregoing.
- 9) Use: The Equipment set out in Exhibit "A" which is incorporated herein for all purposes may be subleased to a sublessee for use and operation pursuant to the Contract. The Equipment will be used for providing ambulance services to the Lessee and operated by Lessee and any sublessee in the ordinary conduct of their business by qualified employees and agents of Lessee and of any sublessee and in accordance with all applicable manufacturer and vendor instructions as well as with all applicable legal and regulatory requirements. Lessee shall not change, or permit any sublessee to change, the location of any of the Equipment from El Dorado County CSA No. 3 without obtaining Lessor's or Lessor's assignee's prior written consent.
- 10) Maintenance and Alterations: Lessee and any sublessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Lease Term those maintenance agreements with respect to the Equipment required by this Agreement or hereafter required by Lessor or Lessor's assignee. Lessee shall, at its expense, make such alterations ("Required Alterations") to the Equipment during the Lease Term as may be required by applicable legal and regulatory requirements. In addition, Lessee may at its expense, without Lessor's consent, so long as no Event of Default or event which with the passage of time or giving of notice or both, would constitute an Event of Default ("Incipient Default"), has occurred and is continuing, make alterations ("Permitted Alterations") to any of the Equipment which do not impair the commercial value or originally intended function or use of such Equipment and which are readily removable without causing damage to such Equipment. All Required Alterations and Permitted Alterations, if any, shall be made only if permitted by applicable laws and only if made in conformance with applicable laws. Any Permitted Alterations not removed by Lessee prior to the return of such Equipment to Lessor or Lessor's assignee, and all Required Alterations, shall immediately without further action become the property of Lessor or Lessor's assignee and part of such Equipment for all purposes of this Agreement. Other than as provided in this Section hereof, Lessee may make no alterations to any of the Equipment. Any prohibited alterations to any of the Equipment shall, at Lessor or Lessor's assignee's election, immediately become the property of Lessor or Lessor's assignee without further action and

without Lessor or Lessor's assignee thereby waiving any Incipient Default (as defined herein) or Event of Default (as defined herein) .

- 11) Return: Unless Lessee elects to exercise its purchase option as provided in this Contingent Lease Agreement hereof, at the expiration or earlier termination of the Lease Term, Lessee shall, at its expense, return such Equipment to Lessor or Lessor's assignee at Lessor's address unless otherwise agreed in writing by Lessee and Lessor.
- 12) Identification: Lessor shall, at its expense, place and maintain permanent markings on the Equipment evidencing ownership, security and other interests therein, as specified from time to time by Lessor or Lessor's assignee. Lessee shall not place or permit to be placed any other markings on any Equipment which might indicate any ownership or security interest in such Equipment. Any markings on any Equipment not made at Lessor's or Lessor's assignee's request shall be removed by Lessee, at its expense, prior to the return of such Equipment to Lessor or Lessor's assignee in accordance with Section 11 of this Contingent Lease Agreement entitled "Return" hereof.
- 13) Inspection: Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor or Lessor's assignee or the agents of Lessor or Lessor's assignee for inspection during regular business hours at the location of such Equipment. Lessee acknowledges that at the time of "takeover", if any, Lessee or its agents will fully inspect the Equipment and verify that the Equipment is in good condition and repair and that the Lessee will accept the Equipment as is in accordance with this Contingent Lease Agreement at the paragraph entitled "Acceptance".
- 14) Lessee Sublease or Assignment: Lessee and Lessor agree that Lessee has the right to sublease the Equipment pursuant to a sublease agreement as Lessee's sole discretion may hereafter determine. Lessee shall further have the right, in the event of termination of any sublease agreement, or termination of a subsequent sublease agreement, to sublease the Equipment under the terms and conditions as Lessee shall determine to another sublessee. If Lessor has failed to perform under the terms of this Contingent Lease Agreement or the Contract then Lessor's approval of a sublessee shall not be required. If Lessee elects not to exercise its performance rights, or fails to budget and appropriate funds as provided in the paragraph of this Contingent Lease Agreement entitled "Non-Appropriation of Funds" hereof, this Contingent Lease Agreement shall terminate automatically in accordance with Section 6 hereof entitled "Non-appropriation of Funds".
- 15) Lessor Assignment: Lessor or Lessor's assignee may from time to time, after prior written approval of Lessee, which approval shall not be unreasonably withheld or delayed, assign or otherwise transfer (collectively "Transfer"), in whole or in part, this Agreement, or any of its interests, rights or obligations with respect thereto, including without limitation any Rental Payment and any other sums due or to become due under this Agreement, to one or more persons or entities (hereinafter referred to as "Assignee"). Each Assignee shall have, to the extent provided in any Transfer document, all of Lessor's rights, powers, privileges and remedies provided at law, equity or in this Agreement.

- 16) Liens: Lessee shall not directly or indirectly create, incur, assume or suffer to exist any Lien on or with respect to any Equipment Lessor's or an Assignee's title to any such Equipment, or other interest or right of Lessor or an Assignee with respect thereto, except Lessor's Liens. Lessee, at its expense, shall promptly pay, satisfy and take such other actions as may be necessary or reasonably requested by Lessor or an Assignee to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien, except for any liens caused by Lessor.
- 17) Risk of Loss: Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, except where caused by the negligence of Lessor, which shall occur prior to the return of such Equipment in accordance with paragraph 11 in Contingent Lease Agreement entitled "Return". In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment, except where caused by the negligence of Lessor, including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with paragraph 11 in Contingent Lease Agreement entitled "Return". In no event shall Lessee's liability with respect to the Equipment exceed the fair market value of the Equipment, taking into account the age and condition of the Equipment at the time of the loss, damage, the taking, destruction, confiscation or requisition.
- 18) Casualty: If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.
- 19) Insurance: Lessee or any sublessee hereunder shall, at its expense, cause to be carried and maintained for all of the Equipment, commencing at the time any risk shall pass to Lessee as to such Equipment and continuing until the return of such Equipment in accordance with the paragraph 11 in Contingent Lease Agreement entitled "Return", insurance against such risks, under Lessee's self-insurance program or, at Lessee's sole option, some other program mutually agreed to by Lessor and Lessee. If any insurance proceeds are received with respect to an occurrence which does not constitute an Event of Loss, such proceeds shall be applied to payment for repairs. If any insurance proceeds are received by Lessee or any sublessee or an Assignee with respect to an occurrence which constitutes an Event of Loss, such proceeds shall be applied first toward replacement Equipment or applied toward repair of Equipment to a serviceable condition, and then toward the Rental Payments due. Within ten (10) days of Lessee taking possession and control of the Equipment, and, if an insurance policy is issued, on a date not less than thirty (30) days prior to each insurance policy expiration date, Lessee shall deliver to Lessor certificates of insurance or proof of self insurance or other evidence satisfactory to Lessor showing that such insurance coverage is and will remain in effect in accordance with Lessee's obligations under this Section, Lessor shall be under no duty to ascertain the existence of any insurance coverage or to examine any certificate of insurance or other evidence of insurance coverage or to advise Lessee in the event the insurance

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coverage does not comply with the requirements hereof. Lessee shall give Lessor prompt notice of any damage, loss or other occurrence required to be insured against with respect to any Equipment.

- 20) Taxes and Fees: Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Agreement or the Equipment.
- 21) Limited Warranty: Lessor warrants to Lessee that, so long as no Incipient Default or Event of Default has occurred and is continuing, Lessor will not interfere with Lessee's use and possession of the Equipment. Lessor, not being the manufacturer or vendor of the equipment, makes no other representation or warranty, express or implied, as to the suitability or fitness for any particular purpose the quality of the material or workmanship of the equipment.
- 22) Events of Default: Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if (a) Lessee fails to make any Rental Payment for which funds have been appropriated and budgeted by Lessee as it becomes due in accordance with the terms of this agreement and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor, or (b) Lessee violates any covenant, term, or provision of this Agreement, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor. Failure of Lessee to budget and appropriate funds in any fiscal year of Lessee for Rental Payments due under this Agreement shall not constitute an Event of Default.
- 23) Remedies: If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor or Lessor's assignee at its option, may:
- A) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Agreement or to recover damages for the breach thereof, or
 - B) by notice to Lessee terminate this Agreement, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Agreement as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Agreement only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor or Lessor's assignee may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee, its successors and assigns, to use such Equipment for any purposes whatsoever.

The remedies of Lessor referred to in this Section shall be deemed exclusive.

- 24) Information: Lessee agrees to furnish Lessor or an Assignee such information concerning the Equipment as Lessor or an Assignee may reasonably request.
- 25) Late Charges: Any nonpayment of Rental Payment or other amounts payable under this Agreement shall result in Lessee's obligation to promptly pay Lessor or Lessor's assignee as additional rent on such overdue payment, for the period of time during which it is overdue, interest at the highest lawful rate authorized to be paid by municipalities of the State of California.
- 26) Lessor's Right to Perform for Lessee: If Lessee fails to duly and promptly pay (except pursuant to the paragraph in this Contingent Lease Agreement entitled "Non-Appropriation of Funds"), perform or comply with any of its obligations, covenants or agreements under this Agreement, Lessor or an Assignee may itself pay, perform or comply with any of such obligations, covenants or agreements for the account of Lessee, in such event, any amount paid or expense incurred by Lessor or an Assignee in connection therewith shall on demand, together with interest as provided in the paragraph in this Contingent Lease Agreement entitled "Late Charges", be paid to Lessor or an Assignee.
- 27) Notices: Any consent, instruction or notice required or permitted to be given under this Agreement shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor, Lessee or an Assignee, as the case may be, at their respective addresses set forth herein or at such other address as Lessor, Lessee or an Assignee shall from time to time designate to the other party by notice similarly given.
- 28) Miscellaneous: No term or provision of this Agreement may be amended, altered, waived, discharged or terminated except by an instrument in writing signed by a duly authorized representative of the party against which the enforcement of the amendment, alteration, waiver, discharge or termination is sought. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of California. Subject to all of the terms and provisions of this Agreement, all of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Agreement, any documents executed and delivered in connection herewith, including but not limited to the Guaranty and any subsequent guaranty, the Non-disturbance Agreement of the Bank, and the Contract and any documents executed in connection with said Contract shall constitute the entire agreement of Lessor and Lessee with respect to the Equipment leased hereby, and shall automatically cancel and supersede any and all prior oral or written understandings with respect hereto. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original but all such counterparts taken together shall constitute one and the same instrument. The headings in this Agreement shall be for convenience of reference only and shall form no part of this Agreement. Whenever the context requires, the covenants, conditions and obligations contained in this under this Agreement shall survive the delivery and return of the Equipment leased hereunder.

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

LESSOR / CONTRACTOR



Date: 8-19-19

_____, Chairperson
California Tahoe Emergency Services Operations Authority
Board of Directors
(Contractor)

Attest:

By: 
Corporate Secretary

Date: 8-26-19

LESSEE

Date: _____

Sue Novasel, Chair
Board of Supervisors
County of El Dorado

Attest: James Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy

Date: _____