

APPLICATION & AGREEMENT
Advanced Life Support Non-Transporting Unit
Advanced Life Support Assessment Unit

THIS AGREEMENT for Advanced Life Support (ALS) Non-Transporting Unit and/or ALS Assessment Unit 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 _____ (hereinafter referred to as "Fire District");

RECITALS

WHEREAS, the County directly provides ambulance services through a Public Utility Model (PUM) Emergency Medical Services (EMS) system; and

WHEREAS, Fire District desires to provide ALS Non-Transporting Unit or ALS Assessment Unit services; therefore, Fire District makes this application for authorization to provide such services in accordance with the conditions set forth in this Agreement; and

WHEREAS, in accordance with California Health and Safety Code Section 1797.227, the County has contracted for an electronic Prehospital Care Report (ePCR) software and database, which provides the capability to utilize tablets, computers, and other devices to collect and transmit ePCR data; and

WHEREAS, in February 2017, the California Emergency Medical Services Authority awarded the County grant funding opportunity number C16-041 for the purchase of Electronic Mobile Devices as part of the Data Quality Improvement Program to collect and transmit patient care data to the County consistent with Health and Safety Code 1797.227 with subsequent transmission to the California Emergency Medical Services information System (CEMSIS) database; and

WHEREAS, to facilitate wireless connectivity between the Emergency Medical Technician (EMT) and EMT-Paramedic staff with the ePCR database, the County has purchased tablets in sufficient quantity to provide for ALS Non-Transporting Units and ALS Assessment Units to have a dedicated ePCR tablet, based on availability; and

WHEREAS, Fire District agrees that in exchange for the initial purchase of said tablets, Fire District will maintain, accessorize, update, repair, and replace each tablet and associated components on an as needed basis at the Fire District's sole cost and expense; and

Whereas, in accordance with County Emergency Medical Services Agency policy, Fire District shall submit annual certifications that each ALS Non-Transporting Unit or ALS Assessment Unit complies with the County's minimum equipment requirements; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with County of El Dorado Code of Ordinances, Chapter 8.74 County Emergency Medical Service and Medical Transportation (hereinafter referred to as the "Ambulance Ordinance") as well as all federal, State and local laws, statutes, ordinances, regulations, policies, procedures and protocols applicable to the emergency medical services that are provided pursuant to this Agreement.

NOW, THEREFORE, County and Fire District mutually agree that the Recitals are incorporated herein and further mutually agree as follows:

I. All activities and services resulting from and provided pursuant to this application and Agreement shall be provided in Fire District's capacity as an independent fire district and in accordance with the County of El Dorado Ambulance Ordinance, available for reference at :

https://www.edcgov.us/Government/EMS/Pages/ambulance_ordinance.aspx. In the event there is any discrepancy between this Agreement and the Ambulance Ordinance, the provisions in the Ambulance Ordinance control. Fire District warrants and represents that it has read and is fully aware of and knowledgeable of all applicable provisions in the Ambulance Ordinance that relate to and govern services provided pursuant to this Agreement.

II. This application and Agreement pertain only to the provision of ALS Non-Transporting Unit and ALS Assessment Unit services.

III. Fire District shall at all times meet the requirements set forth by the California Highway Patrol (CHP); the California Vehicle Code; the State of California Health and Safety Code; the State of California Emergency Medical Services Authority; the California Code of Regulations; the County Emergency Medical Service and Medical Transportation Ordinance; the Policies, Procedures and Field Treatment Protocols established by the medical control within the Fire District's local jurisdiction; and any and all other applicable statute, ordinance, and resolution regulating prehospital Advanced Life Support services provided under this Agreement, including but not by way of limitation, personnel, vehicles, equipment, services, and supplies. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

IV. Fire District is applying for the following permits:

Advanced Life Support Non-Transporting Unit	<input type="checkbox"/>
Advanced Life Support Assessment Unit	<input type="checkbox"/>

V. Change in Circumstances: Fire District shall notify the Permit officer if any information in this application changes during the pendency of the application, and shall provide, within five (5) days of that notification, updated information.

VI. Changes to Operations: The Fire District shall notify the County about changes to business location and phone numbers, hours of operations, service charges and rates, insurance coverage, changes to the Fire District, registered owner, partner, officer, director, controlling shareholder, or any other substantive change to this application on file, within fifteen (15) days of such changes.

VII. *In accordance with Ambulance Ordinance 8.74.080, Fire District shall document herein below the names and addresses of the Fire District, officers, and directors.

APPLICATION FOR ALS NON-TRANSPORT UNIT OR ALS ASSESSMENT UNIT PROVIDER PERMIT

Name under which Fire District proposes to engage in business:	
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Physical Address:	
Mailing Address (if different):	
Telephone Number (Office):	
Telephone Number (Cell):	
If Corporation:	
Name of Corporation:	
State of Incorporation:	
Date of Incorporation:	

Name of Corporate Officers / Board of Directors*	Title	Address
Agent for Service of Process:		

VIII. The following required Statements are attached hereto and incorporated herein by reference:

Required Statement	Check if attached
1. A written statement identifying the type and level of service proposed.	
2. A written statement specifying whether the Fire District has provided any EMS services outside the County, and if so, under what name, what type of service, where, and for how long.	
3. If Fire District is required to be licensed and permitted by the California Highway Patrol , they shall hold a valid license and permit prior to submitting the application. Please provide:	
a. A copy of a current CHP Authorized Emergency Vehicle Permit for each emergency vehicle, if required by the CHP.	
4. A copy of a current El Dorado County Business License and a copy of the business license for each city in which the Fire District is doing business.	
5. A written statement of the legal history of the Fire District inclusive of all criminal and civil convictions, suspensions, or termination of EMS contracts and/or permits. The statement shall be accompanied by a completed application for a criminal record check.	
6. A written statement that the Fire District will abide, where applicable, by regulations of the California Vehicle Code and the California Code of Regulations, Title 13, Motor Vehicles.	
7. A written statement specifying the education, training, and experience of the Fire District in the care of patients.	
8. A written statement that the Fire District understands and will comply with the County's EMS Agency's policies and procedures for staffing, equipment, and supply specifications and requirements, including automated external defibrillators (AEDs).	
9. A detailed description of the Fire District's training and orientation programs for all EMS personnel, inclusive of EMTs and EMT-Ps, drivers, and maintenance staff.	
10. A detailed description of the radio equipment including vehicle radios as well as cellular phones in use.	
11. A detailed statement demonstrating that the Fire District owns or controls, in good mechanical condition, the required equipment to consistently provide the type of EMS service for which the Fire District is applying, and that Fire District owns or controls a suitable facility(ies) from which contracted or permitted services will be operated, and the address(es) and hours of operation for each facility listed.	

Required Statement	Check if attached
12. A detailed description of the number of ALS Non-Transporting Unit and/or ALS Assessment Unit vehicles in use and for each: the make and model, year, vehicle identification number, State vehicle license number and proof of current Department of Motor Vehicles registration.,	
13. Evidence of Insurance meeting the requirements of the County, as noted in Section XVII.	
14. A written statement, signed by the Fire Chief, certifying that: 1) the Fire District understands and will comply with the County's EMS vehicle inspection process and policies, including County EMS Policy titled "ALS Unit Minimum Equipment Inventories for ALS Non-Transport and Assessment Units," 2) each ALS Non-Transporting Unit or ALS Assessment Unit that is permitted under this permit is currently in compliance with such policies and, 3) Fire District will submit to the County EMSA an annual certification letter for each ALS Non-transporting Unit or ALS Assessment Unit certifying that such unit has been inspected by the Fire District and that such unit is in full compliance with the inspection policies and minimum equipment inventories. Each annual certification must be signed by the Chief of the Fire District, and submitted within five (5) days of each anniversary of this permit agreement. Any units added to the fleet after issuance of the permit will require an initial certification by the Fire Chief within five (5) days of the unit starting service and subsequent annual certifications shall occur on the same date as the existing fleet annual certifications.	
15. A detailed description of the Fire District's program for maintenance for vehicles and equipment.	
16. A quality assurance plan that meets EMS policies for the specific level of service in accordance with California Code of Regulations Title 22, Chapter 12.	
17. A detailed list of all EMS personnel, inclusive of EMT's, EMT-P/s, with each person's license and certification information, license number and expiration date.	
18. A written statement that the Fire District shall only employ personnel who comply with the requirements of the California Code of Regulations, Title 22; Health and Safety Code, Division 2.5 Statutes, Section 1797 et seq., County's Ambulance Ordinance, and County's Emergency Medical Services Agency Policy and Procedure Manual.	
19. A staffing or deployment plan that describes the Fire District's method of operation within the County.	
20. The application fee as set by the County (available at https://www.edcgov.us/Government/EMS/Pages/ambulance_ordinance.aspx under "EMS Fees"), payable by cash, money order, or cashier's check made payable to County of El Dorado Emergency Medical Services Agency, or by credit card.	

Required Statement	Check if attached
21. A written statement that the Fire District will participate in the County's disaster response plan.	
22. Any other information that the County deems necessary for determination of compliance with the Ambulance Ordinance.	

Fire District warrants and represents that the information in the application and Statements above, are true and correct.

- IX. **Services:** Fire District is authorized to provide ALS Non-Transporting Unit and/or ALS Assessment Unit services subject to and in accordance with the conditions set forth in this Agreement. Fire District is prohibited from subcontracting, delegating or assigning any services authorized pursuant to this Agreement, in whole or in part, to any other person or entity.
- X. **Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date thereof.
- XI. **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.
- XII. **ePCR Requirements:** County may purchase an initial supply of ePCR mobile tablets for ALS Non-Transporting/Assessment Units, to be distributed based on availability.
 - A. ePCR mobile tablets shall remain property of the State of California and may not be transferred for use by another entity or another department of a local government or disposed of without written approval of California State Emergency Medical Services Authority (EMSA). A detailed description of the provided ePCR equipment will be maintained and updated routinely during the annual County property inventory.
 - B. Fire District shall provide tablet maintenance and repair, as well as operating system updates for each tablet. Fire District will be solely responsible for the purchase and replacement of all accessories to the tablet(s) including, but not limited to: batteries, plugs, power cords, protective cases, and screen protectors. In the event a tablet needs to be replaced, Fire District shall, at its sole cost and expense, purchase the replacement tablet in an updated make and model capable of performing in accordance with the ePCR platform system requirements. Fire District shall ensure that a sufficient number of mobile ePCR tablets are available for replacement in the event of a breakdown, maintenance, and disaster operations.
 - C. After ePCR implementation, Fire District 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.
 - i. To ensure that the County and EMS Agency Medical Director can conduct system-wide quality improvement activities, Fire District 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 appropriate document medical necessity.

- ii. Properly completed ePCR reports shall be delivered or electronically available to the County within forty-eight (48) hours of the completion of each call.
 - iii. In the event that hardware, software, communications, licensing, or other technical problems temporarily prohibit the real-time capture of ePCR data and information, Fire District shall have an immediately available backup system to manually collect all required information. Upon manual collection of this information, it shall be Fire District's responsibility to enter it into appropriate electronic databases to assure compliance with the reporting requirements and timelines of this agreement.
- D. In the event the ePCR format is not available, Fire District personnel shall utilize the El Dorado County approved Prehospital Care Report form(s) for all emergency and non-emergency responses.
- i. In the case of an ALS first responder where the first responder maintains patient care and rides in the ambulance, a single Prehospital Care Report form may be filled out noting any action the first responder has taken to provide care for the patient, and shall be transferred with the patient.
 - ii. In the case where the first responder does not maintain patient care and ride in the ambulance, the ALS first responder report will be forwarded/faxed within twenty-four (24) hours to the hospital, to be attached to the patient record, to complete the prehospital patient care documentation completed by the paramedic who maintained patient care until delivery to the hospital.
 - iii. In the case of ALS first responder, at the time of transfer of patient care to the transporting paramedic, the first responder shall relay all pertinent information including, but not limited to, patient history, mechanism of injury, medications normally taken, allergies, assessment finding, and treatments already performed.
 - iv. In the case of ALS first responder where the first responder report is not completed prior to the ambulance leaving the scene, the first responder shall complete this report within twenty-four (24) hours and follow the distribution instructions as defined in the El Dorado County EMS documentation policy. If any portion of the incomplete record is passed on to the transporting unit, it shall not be considered an official document.
 - v. Fire District personnel shall perform due diligence to obtain and transmit all required patient care information. If circumstances arise which limit the availability of patient information, billing information, and associated information, the Fire District shall remain responsible to obtain the required information and submit it to the County. Fire District personnel shall adhere to the requirements in the El Dorado County EMS Policy: "EMS Documentation Policies and Procedures."

XIII. **Liability:** Fire District is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services authorized by this Agreement. Fire District exclusively assumes responsibility for any and all acts of its officers, employees, agents, and associates as they relate to services authorized and provided pursuant to this Agreement during the course and scope of their employment.

Fire District shall be solely responsible for performing services authorized by this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its officers, employees, agents and associates. County shall have no right of control over the manner in which services are provided and shall, therefore, not be charged with responsibility of preventing risk to Fire District or its officers, employees, agents and associates.

The parties to this Agreement are not partners or joint ventures and nothing contained herein shall be construed to create a partnership or joint venture between the parties or to constitute any party the agent of the other. Neither party shall hold itself out contrary to the terms of this section nor shall either party become liable by any representation, act, or omission of the other contrary to the provisions herein.

XIV. Default, Termination, and Cancellation:

A. Default/Violation: Upon the occurrence of any default or violation of the provisions of this Agreement, the Permit Officer shall give written notice of said default or violation to the Fire District (notice). If the Fire District does not cure the default or violation within ten (10) days of the date of notice (time to cure), then the Fire District shall be in default. Upon failure to cure the default or violation within the specified time to cure, the Permit Officer may, in their sole discretion extend the time to cure, or suspend, revoke or terminate the Fire District's permit in accordance with the paragraph "Suspension, Revocation and/or Termination" herein below.

Any extension of time to cure must be in writing, prepared by the Fire District for signature by the Permit Officer and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default or violation, and the applicable Agreement provision or cite the appropriate section of the Ambulance Ordinance, and shall demand that the Fire District perform the provisions of this Agreement within the applicable period of time.

B. Termination or Cancellation without Cause: Either party may terminate this Agreement in whole or in part upon seven (7) calendar days written notice without cause. Upon receipt of a Notice of Termination, Fire District shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

C. Enforcement: In accordance with Ambulance Ordinance Section 8.74.140, Enforcement, the County shall have the following rights and remedies.

1. *Inspections and investigations.*

- a. The County shall have the right to inspect and audit records, facilities, equipment, supplies, personnel, and methods of operation of a Fire District whenever the County deems such inspection necessary.
- b. The Fire District shall cooperate with County in any investigations of possible violations and shall make all dispatch logs and similar dispatch records including tape recordings available for inspection and copying at reasonable times at the Fire District's regular place of business. All tape recordings shall remain available for a minimum of sixty (60) days from the date the recording was made.
- c. The Fire District shall allow County to inspect, on a pre-announced or unannounced basis, all ALS Non-Transporting/Assessment vehicles used by the Fire District within the County. The purpose of such inspection is to determine if the vehicle and its equipment and supplies are in good working order, properly maintained and equipped for the provision of the emergency medical services for which it is permitted. The inspection for vehicles will be for all equipment identified in the County's Emergency Medical Services Agency Policy and Procedure Manual which has not been inspected by the CHP. The Fire District shall inform the County of any suspension and/or revocation of their CHP vehicle certificate or permit for emergency vehicles used within the County.

2. *Consumer complaints:* Any person alleging that a Fire District has provided unsatisfactory or inappropriate emergency medical services as defined herein this Agreement may file a written complaint with the Permit Officer setting forth such allegations. The Permit Officer shall notify the Fire District in writing of the receipt of the complaint. The Permit Officer shall investigate the complaint to determine whether the Fire District has committed any improper act or failed to satisfactorily perform any duty specified herein. Fire District may provide a written response to the Permit Officer in writing within ten (10) business days from the receipt of that notification. If the Permit Officer determines that the Fire District has committed a violation, the Permit Officer shall take timely and reasonable actions to secure compliance with the requirements herein. If the Permit Officer is unable to secure compliance, the Permit Officer will initiate action to suspend, revoke, or terminate the contract or permit.
3. *Suspension, revocation and/or termination:*
 - a. Following the procedures specified in the Article titled “Default Termination, and Cancellation” paragraph “Default/Violation” herein, the County may suspend or revoke a permit or contract for:
 - i. Violating any provision of the contract or permit;
 - ii. Violating any provisions of this chapter or violating any provisions of statute, regulations or other laws relating to emergency medical services;
 - iii. Changing the operational or financial capabilities of the Fire District or contractor in such a manner that had that change been known at the time of the application, the application could have been denied;
 - iv. Failing to pay any fine issued pursuant to this section within ten business days.
 - b. The County may suspend, revoke, or terminate this Agreement and Permit as specified herein above.
 - c. Suspension is not a condition precedent to revocation.
4. *Penalties:* The County may impose fines for noncompliance infractions. Infractions of a contract or permit are punishable by a fine not exceeding: \$100.00 for a first violation; \$200.00 for a second violation of the same infraction within one year; and \$500.00 for each additional violation of the same infraction within one year.
5. *Appeals:* Requests to challenge the decision to terminate this Agreement and Permit may be appealed in writing to the Emergency Medical Services Agency Administrator within fifteen (15) business days from the date of the mailed notice of suspension, revocation, or termination. The appeal shall be signed by an authorized representative of appellant and shall set forth all relevant facts and law in support of the appeal. If the Fire District disagrees with the decision of the EMS Agency Administrator, the Fire District may appeal in writing to the Health and Human Services Agency Director within seven (7) calendar days of receipt of the EMS Agency Administrator’s decision. The decision of the Health and Human Services Agency Director is final, unless otherwise provided by law.

In any case where the Health and Human Services Director determines to uphold the decision to suspend or revoke a permit, the Director shall prepare a written notice of suspension or revocation which includes a statement of the proposed action, a concise explanation of the reasons and basis for the proposed action and an explanation of the Fire District's right to appeal to the Board of Supervisors. Within five business days of the mailing of the Director's notice, the Fire District may file an application for appeal to be held in accordance with the procedures set forth in El Dorado County Ordinance Chapter 2.09.

6. *Exception to hearing procedure:* When, in the opinion of the Health and Human Services Director, there is a clear and imminent threat to the safety and protection of the public, the Health and Human Services Director may suspend a permit without following the procedure set forth in Ambulance Ordinance Section 8.74.080 D. A written notice of decision and the basis relied upon for such action shall be provided to the Fire District. The Fire District may file an application for appeal to the Board of Supervisors in accordance with the procedures set forth in El Dorado County Ordinance Chapter 2.09.
7. *Notification:* When a permit is suspended or revoked or a contract terminated, the Permit Officer shall notify all public safety agencies, hospitals and other interested parties in the County of this fact, specifying the name of the Fire District and the action taken.

XV. **Indemnity:** To the fullest extent of the law, the Fire District shall defend, indemnify, and hold the County, its Board of Supervisors, agents, officers and employees 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, personal injury, sickness, disease, 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 Fire District's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Fire District, 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 Fire District to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

In the event of any suspension, revocation or termination of this Agreement, any and all obligations of Fire District to defend, indemnify and/or hold harmless County, its Board of Supervisors, agents, officers and employees, including but not limited to this indemnification provision, shall survive such suspension, revocation and/or termination.

XVI. **Insurance:** Fire District shall maintain at its sole cost and expense, and keep in force during the term of this agreement, the following insurance coverages:

- A. Workers' Compensation Insurance with statutory limits, as required by the laws of any and all states in which Contractor's employees are located and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000.
- B. 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 Fire District's general liability limits fail to meet the limits required above Fire District 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.
- C. 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.
- D. 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 Fire District's start of work (including subsequent policies purchased as renewals or replacements).
- E. If the policy is terminated for any reason during the term of this Agreement, Fire District 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 (2) 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.
- F. If this Agreement is terminated or not renewed, Fire District 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 (2) year period, Fire District shall purchase an extended reporting provision at least covering the balance of the two (2) 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.
- G. All policies of insurance shall provide for the following:
- i. 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.
 - ii. Be primary and non-contributory with respect to all obligations assumed by Fire District 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 Fire District, nor in any way provide benefit to Fire District, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.
- H. 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."
- I. Include a severability of interest clause and cross-liability coverage where El Dorado County is an additional insured.
- J. 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.
- K. Provide defense in addition to limits of liability.
- L. Upon execution of this Agreement and each extension of the Term thereafter, Fire District 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. Fire District 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.

- M. 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.
- N. Unless otherwise agreed by the parties, Fire District shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Fire District as an additional insured on all such coverages. Evidence thereof shall be furnished as El Dorado County may reasonably request.
- O. The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Fire District.

- XVII. **HIPAA:** Fire District acknowledges its obligations under the Health Insurance Portability and Accountability Act (HIPAA) and agrees that it shall comply with all applicable HIPAA requirements and obligations at all times, in accordance the Business Associate Agreement attached hereto as Exhibit A and incorporated by reference herein.
- XVIII. **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.
- XIX. **Licenses:** Fire District hereby represents and warrants that Fire District, its officers, employees, agents and associates have all the applicable licenses, permits, and certifications that are legally required for Fire District, its officers, employees, agents and associates to practice its profession or provide the services or work authorized under this Agreement in the State of California. Fire District, its officers, employees, agents and associates shall maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.
- XX. **Administrator:** The County Officer or employee with responsibility for administering this Agreement is Richard W. Todd, M.B.A., Emergency Medical Services Agency Administrator, or successor.
- XXI. **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.
- XXII. **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.
- XXIII. **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.
- XXIV. **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.
- XXV. **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.

County Authorized Signer:

By: _____ Dated: _____
Health and Human Services Agency Director, or designee

-- FIRE DISTRICT --

By: _____ Dated: _____
Name:
Title:
"Fire District"