ORIGINAL

AGREEMENT FOR SERVICES #200-S0811 AMENDMENT IV

Prehospital Advanced Life Support and Dispatch Services between El Dorado County and El Dorado County Regional Prehospital Emergency Services Operations Authority

This Amendment IV to that Agreement for Services #200-S0811 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 El Dorado County Emergency Services Authority, whose principal place of business is 480 Locust Road, Diamond Springs, CA 95619 (hereinafter referred to as "JPA").

RECITALS

WHEREAS, JPA has been engaged by County to provide prehospital Advanced Life Support services and dispatch services, in accordance with Agreement for Services #200-S0811, dated June 27, 2006, Amendment I dated September 11, 2007, Amendment II dated April 29, 2008, and Amendment III dated September 29, 2009, incorporated herein and made by reference a part hereof (collectively "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 for each Advanced Life Support (ALS) ambulance; and

WHEREAS, JPA shall facilitate the integration of ImageTrend software with the contracted dispatch agency; and

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

WHEREAS, the parties hereto have mutually agreed to amend Section I - Definitions; Section III, Article I – General Dispatch Provisions; Section VI, Article I – Ambulance Vehicles & Equipment; Section VI, Article VI – Communications Equipment; Section VII, Article I – Prehospital Care Report/Billing Forms; Section VII, Article III – Response Time Reporting; Section VIII, Article IV – Market Rights and EMS Aircraft Services; Section VIII, Article VIII – Compensation for Services, Section VIII, Article XIV – Notice to Parties; Section X – Takeover Process, Article IX – Administrator; and

WHEREAS, the parties hereto have mutually agreed to amend and replace Appendix B; and Appendix F; and

WHEREAS, the parties hereto have mutually agreed to add Section IX, Article VIII – Penalty and Appeal Process.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #200-S0811 shall be amended a fourth time as follows:

- 1) Section I Definitions shall be amended to add:
- 34. <u>Base Hospital</u> 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.
- 35. <u>Cancelled Run</u> means a call that is cancelled prior to making patient contact.
- 36. <u>Dry Run</u> means a call that does not result in a patient transport.
- 37. <u>Electronic Prehospital Care Report (ePCR)</u> 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. If service entity is providing ambulance transport service under contract with the County of El Dorado, the ePCR shall also include all required billing information.
- 38. <u>Emergency Medical Dispatch (EMD)</u> means medical dispatch protocols and pre-arrival instructions approved by the County of El Dorado EMS Agency Medical Director and EMS

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Agency Administrator, based on the Emergency Medical Dispatch National Standard Curriculum as the standard.

- 39. <u>Member Agency</u> means a member agency of the El Dorado County Emergency Services Authority (JPA).
- 40. <u>System Standard of Care</u> 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.
- 41. <u>Time of Dispatch</u> 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.

2) Section III Dispatch Requirements, Article I – General Dispatch Provisions shall be amended as follows:

Article I – General Dispatch Provisions

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

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

- A. Dispatch facility shall hold current designation as primary or secondary Public Safety Answering Point (PSAP) by State of California.
- B. The Designated Dispatch Center shall utilize and maintain a computer aided dispatch (CAD) system with specialized separate tracking of EMS and ambulance responses. JPA shall notify County if CAD system is inoperative for more than 24 hours.
- C. The designated dispatch center shall integrate the CAD system with the Electronic Prehospital Care Report (ePCR) software.
 - 1. County agrees to a one-time reimbursement to JPA for the expense of integrating ePCR software with the contracted dispatch agency CAD software. Reimbursement shall be provided for actual work expenses to facilitate integration, not to exceed a total of \$10,000, in accordance with the Article titled, "Compensation for Services." County shall review and provide written approval of integration costs prior to any work being conducted. County shall not be responsible for any cost that was not approved in writing prior to the work being performed. Once integration is completed, as verified by County Contract Administrator and

ImageTrend, JPA will be responsible for any and all subsequent integration costs, including but not limited to upgrades or routine maintenance as required by the contracted dispatch agency.

- D. JPA shall provide a system of priority dispatch and pre-arrival instructions together with applicable quality assurance approved by the County EMS Agency Medical Director.
- E. The priority dispatch and pre-arrival instruction software approved by the County of El Dorado EMS Agency Director is Medical Priority Consultants software program: ProQA for Windows and AQUA (Advanced Quality Assurance for electronic case review), which meet the standards of the National Traffic Safety Administration: Emergency Medical Dispatch National Standard Curriculum. Software licensing and continuing maintenance and support will be provided by County.

JPA shall ensure that the County-approved priority dispatch and pre-arrival instruction software is installed by the Designated Dispatch Center at all times during this Contract. 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.

F. The Designated Dispatch Center shall provide a process that recommends system capable of layered-mapping that will recommend vehicle locations per criteria included in the JPA's System Status Management Plan (SSMP).

3) Section VI, Equipment and Supply Requirements, Article I – Ambulance Vehicles & Equipment shall be amended as follows:

Article I – Ambulance Vehicles & Equipment

A. County Provided Vehicles and Equipment The County provides the JPA the use of the vehicles and equipment shown on the attached list (Appendix B-1, which shall be updated annually and provided to the JPA) to be used exclusively for the provision of services required in the Contract. Ownership of these vehicles and this equipment shall remain vested in the County until said vehicles and equipment are declared "surplus" by County or until otherwise disposed of by County. JPA shall notify County of any property on Appendix B-1 that is no longer needed or useful. County will arrange for the surplus or disposing of the property, pursuant to its own policies and procedures. No County owned property, vehicles or equipment, shall be declared surplus or be otherwise disposed of by the JPA.

ePCR/Tablets – County will purchase the initial supply of ePCR mobile tablets for all ALS ambulances. A detailed description of the provided ePCR equipment will be maintained and updated routinely during the annual County property inventory and updated on Appendix B-1.

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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 and updated on Appendix B-1.

B. JPA Provided Vehicles and Equipment.

The JPA shall maintain a fully equipped fleet of vehicles and all necessary equipment, either acquired in its name or held together with the County owned equipment listed in Appendix B-1, necessary for the continued provision of services under this Contract. Notwithstanding this provision, in order for the County to exercise takeover rights as provided elsewhere in this Contract, JPA's acquisition, lease, or borrowing of vehicles and equipment with funds under this Contract for use in delivery of the services herein shall be subject to County's ability to exercise their takeover rights.

- 1. Effective July 1, 2002, the JPA shall be solely responsible for the provision of additional ambulance vehicles and equipment listed in Appendix B-1, which are deemed by the County to be necessary to the continued provision of all services under this Contract. Replacement vehicles and equipment shall be of like or better value, features, and function
- 2. A vehicle replacement plan shall be provided by the JPA to the County for review annually on July 1st. The plan shall include a summary of the past year's acquisitions as well as JPA's recommendations for the surplus or disposal of vehicles and equipment. The plan will be subject to review by County's County Counsel. A copy of the plan shall also be provided to the El Dorado County EMS Agency.
- 3. JPA's acquisition of any vehicle or durable equipment by full payment of the purchase price shall be pursuant to a written agreement with the vendor and a copy of that agreement shall be provided to County. JPA shall insure that County is designated as the lien holder on each vehicle's title document and shall deliver the title document to County to hold. For durable equipment in excess of \$500.00 JPA shall prepare and execute a UCC-1 Financing Statement describing the collateral and shall forward the Statement to County for filing with the California Secretary of State.
- 4. JPA's acquisition of any vehicle or durable equipment by an installment purchase, lease, or borrowing shall be pursuant to a written agreement with the vendor/lender/lessor and a copy of that agreement shall be provided to County. Contemporaneous with JPA's installment purchase, lease or borrowing of any vehicle or durable equipment utilized for the provision of services under this Contract, JPA shall execute security agreements, financing statements, lease provisions and all other necessary documents in favor of the County in order for County to exercise immediate take-over rights under the terms of this Contract and continue the full operation of ambulance services. The JPA shall obtain all executed consents from lenders, lessors, and sellers in order to comply with this provision. Security agreements shall be in the form set forth in Appendix D or such other form as may be approved by County through its County Counsel. Provisions in each such agreement shall also include an assumption right in favor of the County whereby upon the County's written request, in the event of a take-over, termination or expiration of the Contract the vehicle or durable equipment will be transferred to County so long as County assumes the obligations for future payments from the date of the take-over, termination or cessation of the Contract. This assumption right may be exercised in the sole discretion of the County.

- 5. Upon determination by the JPA Board of Directors that any County or JPA-owned vehicle or durable equipment in excess of \$500 has reached the end of its useful service life, the JPA shall notify the County in writing and shall provide a description of said vehicle or equipment to be declared surplus and disposed of by the County.
 - a. JPA shall retain possession of the vehicle or equipment and shall maintain in effect applicable insurance coverage until legal transfer of ownership is completed. County shall have up to 75 days after receiving written notification from the JPA to complete the disposal of surplus property.
- 6. ePCR/Tablets JPA shall provide tablet maintenance and repair, as well as operating system updates for each tablet. JPA will be solely responsible for the purchase and replacement of all accessories to the tablets including, but not limited to, batteries, plugs, power cords, protective-cases, and screen protectors. In the event a tablet needs to be replaced, JPA 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. JPA shall ensure that a sufficient number of mobile ePCR tablets are available for replacement in the event of breakdown, maintenance, and disaster operations.

4) Section VI – Equipment and Supply Requirements, Article VI – Communications Equipment, shall be amended as follows:

Article VI – Communications Equipment

JPA shall meet the following standards for communications equipment:

- A. JPA shall possess and agree to utilize exclusively and maintain two-way communication equipment that is compatible with ePCR 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.)
- B. JPA shall provide and maintain a tone-encoded voice emergency alerting device(s) and at least one hand-held radio on the UHF Med Net frequencies for each ambulance operated under this Contract.
- C. JPA shall ensure that a sufficient number of radios are available for replacement in the event of breakdown, maintenance, and disaster operations.
- D. JPA shall provide emergency alerting devices for off-duty personnel who agree to carry one for the purposes of system recall.
- E. JPA shall ensure that each ambulance is equipped with a communications unit capable of transmitting on UHF Med 1 to Med 10.
- F. JPA shall provide and maintain cellular telephones for Base Hospital contact in the event of Med-Net failure.

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- G. JPA shall provide all necessary radio equipment to fulfill the requirements of this Contract.
- H. JPA shall ensure the availability of all required dispatch radio frequencies and related FCC licenses.
- I. JPA shall provide and maintain cellular connectivity for the mobile ePCR tablet.
- J. JPA shall ensure that a sufficient number of mobile ePCR tablets are available for replacement in the event of breakdown, maintenance, and disaster operations.
- 5) Section VII Data Collection and Reporting Requirements, Article I Prehospital Patient Care Report/Billing Forms, ePCR shall be amended as follows:

Article I – Prehospital Care Report and Billing Forms

- A. JPA personnel shall utilize the El Dorado County-approved "Prehospital Care Report" (PCR) for all emergency and non-emergency responses, including non-transport.
 - 1. After ePCR implementation, JPA shall utilize an electronic PCR, which meets the standards and specifications of the EMS Agency Medical Director.
 - 2. In the event that hardware, software, communications, licensing, or other technical problems temporarily prohibit the real-time capture of ePCR data and information, JPA shall have an immediately available backup system to manually collect all required information. Upon manual collection of this information, it shall be JPA's responsibility to enter it into the appropriate electronic databases to assure compliance with the reporting requirements and timelines of this Agreement.
 - 3. Electronic and manual PCR are collectively referred to as "PCR."
 - 4. All PCRs shall be completed in accordance with the El Dorado County EMS Policy: "EMS Documentation Policies and Procedures."
- B. The PCR is required to be completed for all patients for whom care is rendered at the scene, regardless of whether the patient is transported. PCR 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.
- C. In the case of ALS first responder where the first responder maintains patient care and rides in the ambulance, a single PCR shall be filled out noting any action the first responder has taken to provide care for the patient, and shall be transferred with the patient.

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.

D. In the case where the first responder does not maintain patient care and ride in the ambulance, the ALS first responder report will be forwarded/faxed within 24 hours to the hospital, to be attached to the PCR to complete the prehospital patient care documentation completed by the paramedic who maintained patient care until delivery to the hospital.

- E. In the case of ALS first responder where the first responder report is not completed prior to the ambulance leaving the scene, the first responder shall complete this report within 24 hours and follow the distribution instructions as defined in the El Dorado County EMS documentation policy. If any portion of the PCR is passed on to the transporting unit, it shall not be considered an official document.
- F. In order to ensure that County and EMS Agency Medical Director can conduct system-wide quality improvement activities, JPA 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.
- G. JPA Personnel shall perform due diligence to obtain and transmit all required billing and patient care information. If circumstances arise which limit the availability of patient information, billing information, and associated information, the JPA shall remain responsible to obtain the required information and submit it to the Ambulance billing. JPA personnel shall adhere to the requirements in the El Dorado County EMS Policy: "EMS Documentation Policies and Procedures."
- H. Properly completed PCRs shall be delivered or electronically available to the County within fortyeight (48) hours of the completion of each call. At the County's discretion, JPA may be considered exempt from failures to meet this requirement that are outside of JPA's reasonable control.
 - 1. For every PCR not delivered within five (5) business days of the required delivery date, County shall deduct \$250 from JPA's payment.
 - 2. For every PCR that is not accurately completed and submitted to County within thirty (30) days of the completion of each call, County shall deduct \$1,000 from JPA's payment.
 - 3. HHSA's Ambulance Billing personnel shall notify JPA of failure to adequately complete a PCR. JPA shall take necessary action to correct the omission/error situation and shall submit the corrected PCR within 48 hours.
 - a. Failure to correct the omission/error situation may result in a deduction of \$250 from JPA's payment. Ambulance Billing personnel shall contact JPA to help identify JPA personnel in need of additional training. JPA acknowledges and agrees that complete and timely reporting is of the essence of this agreement.

6) Section VII – Data Collection and Reporting Requirements, Article III – Response Time Reporting, shall be amended as follows:

Article III - Response Time Reporting

A. Ambulance Response Time Reporting and Penalties:

Within five (5) business days after the end of each month, JPA 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, Depart Scene, and Arrival at Hospital.

JPA shall provide reports detailing JPA's performance during the preceding month as it relates to each of the performance requirements stipulated in Section V, Standards of Service for Prehospital ALS, Article XI – Response Time Standards. These reports shall be submitted electronically, via email, or other suitable medium approved by County. For each day that JPA fails to provide the reports, County shall fine JPA one hundred dollars (\$100). At County's discretion, JPA 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.

B. Response Time Exception Report:

For each response within the previous calendar month that exceeds the Response Time Standard for the area of dispatch location (Urban, Semi-Rural, Rural, or Wilderness) the JPA shall submit a <u>Response Time Exception Report</u> available at: http://www.edcgov.us/Government/EMS/EMS_Forms.aspx and also can be found in Section 5, Article XI, Item F, in Amendment 3, 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 on a monthly basis.

C. Response Time Review:

Monthly, the County EMS Agency shall review all Response Time Reports and <u>Response Time</u> <u>Exception Reports</u>, available at: <u>http://www.edcgov.us/Government/EMS/EMS_Forms.aspx</u> If the JPA fails to meet overall response time standards in any category (i.e., urban, semi-rural, or wilderness) for any two (2) consecutive months, JPA shall develop and implement a remediation plan to regain compliance, and communicate the plan to the County. Failure to comply with response time requirements outlined in this Contract for three (3) consecutive months shall be considered a minor breach of this Agreement.

7) Section VIII – Contract Requirements, Article IV – Market Rights and EMS Aircraft Services, shall be amended as follows:

Article IV - Market Rights and EMS Aircraft:

County Service Area No.7 is an Exclusive Operating Area served by the County for 9-1-1 emergency and non-emergency Ambulance transports, and Ambulance Interfacility Transports that originate and terminate in the County. 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.

8) Section VIII – Contract Requirements, Article IX – Changes to Contract, shall be amended as follows:

Article VIII - Compensation for Services:

The JPA acknowledges and agrees that this Contract is primarily funded from three (3) specific funding sources: CSA No. 7 Property Tax; CSA No. 7 Special Tax; and Ambulance Billing revenue. All of these funding sources are limited and fluctuate from year to year. The JPA also acknowledges and agrees that there are three (3) primary categories of on-going expenditures that must be sustained by CSA No. 7 funding: CSA No. 7 administration; JPA ambulance services; and ambulance billing/collection services.

For CSA No. 7 to maintain a structurally sound and sustainable budget, annual operating expenditures will be capped at a level that does not exceed annual revenues available from the funding sources noted above. In addition, the County and the JPA agree to maintain from such revenues a minimum fund balance for CSA No 7 at a level of three million dollars (\$3,000,000), unless a reduced amount is approved by the County Board of Supervisors. Accordingly, each annual budget for CSA No. 7 will reflect this minimum fund balance, as well as a corresponding appropriation for contingencies of no less than this minimum fund balance, unless an exception is approved by the County Board of Supervisors. At any time that the CSA No. 7 fund balance exceeds the established minimum amount, and such fund balance growth has not been identified by the parties as otherwise necessary to cover projected excess expenditures or revenue deficits, County may allow JPA to utilize such fund balance for activities that are approved by the JPA Board of Directors. Any JPA request to utilize fund balance exceeding the established minimum is to be submitted in writing by the JPA to PHD, along with the minutes of the JPA Board meeting providing and documenting approval of the request. PHD will submit such request to the Board of Supervisors at the next possible meeting. Transfer of funds by PHD to the JPA will be made within thirty (30) days following approval of the Board of Supervisors. The JPA acknowledges that use of fund balance should be limited to non-recurring activities and expenses, as this is not a sustainable funding source. JPA agrees that it shall not return to the County for funding outside of CSA No. 7. The JPA shall separately account for expenses supported by use of fund balance so as to not distort the accounting and funding of annual, no-going operational expenses.

The JPA and County agree to work collaboratively to establish and maintain an annual balanced operational budget for CSA No. 7, with operating expenditures that do not exceed annual operating revenues. To this end, the JPA and County agree to meet, at least twice annually, to review the financial status of CSA No. 7 and to identify mutually agreeable financial data and revenue assumptions that the JPA and County will use for short-term and long-range planning purposes. Specific meeting dates will be as mutually agreed upon by PHD and the JPA; however, the parties agree to schedule one meeting prior the JPA's submission of its annual budget proposal to the PHD and one meeting prior to the date that the annual budget for CSA No. 7 will be presented to the Board of Supervisors for action prior to the start of each new fiscal year.

Throughout the term of this contract, during the first week of March each year, the JPA will submit its proposed operational expenditure budget for ambulance services for the upcoming fiscal year. The JPA will at that time also supply a complete list of the most current costs for all medications and supplies purchased by the JPA and utilized on the ambulances, so that medication and supply charges may be increased annually in keeping with the most current "Resolution to Adopt Ambulance Rate Schedule for

County Service Area No. 7 for Ambulance Services." This list will include the description of the item(s), unit(s) of measure, and most recent cost(s).

PHD will develop an initial draft of the annual budget for CSA No. 7, addressing all funding sources and expenditure categories first noted above, including the JPA's proposed annual expenditure budget. PHD will coordinate with the JPA, as needed, to complete development of the proposed annual operating budget for CSA No. 7 that caps projected annual operational expenditures at a level that does not exceed projected annual revenues. The proposed CSA No. 7 balanced budget will be forwarded to the Chief Administrative Officer (CAO), who will in turn forward it to the El Dorado County Board of Supervisors. The Board's decision shall be the final determination of the budget for CSA No. 7, which includes compensation due to the JPA in that annual period. An approved budget will allow spending to commence each fiscal year on July 1.

Annually, in the first week of July, the JPA shall be advanced one-twelfth (1/12) of its approved operating budget for that fiscal year. In each subsequent month, the JPA shall be reimbursed for actual operating expenditures recorded in Department 87 in the prior month, excluding expenses that are funded with CSA No. 7 fund balance pursuant to the process previously described. The JPA shall not commingle expenditures associated with authorized use of fund balance with its normal, on-going operational expenditures. The reimbursement of monthly operating expenditures shall occur within five (5) working days following the month-end close of the books by the Auditor-Controller. The total amount of monthly reimbursements to the JPA for operating expenditures in any fiscal year shall not exceed the total amount of compensation due to the JPA for operating expenditures in that annual period, as approved by the County Board of Supervisors in the annual budget for CSA No. 7.

County agrees to a one-time reimbursement to JPA for the expense of integrating ePCR software with the contracted dispatch agency CAD software. Reimbursement shall be provided for actual work expenses to facilitate integration not to exceed a total of \$10,000. County shall review and provide written approval integration costs prior to any work being conducted. County shall not be responsible for any cost that was not approved in writing prior to the work being performed. Once integration is completed, as verified by County Contract Administrator and ImageTrend, JPA will be responsible for any and all subsequent integration costs, including but not limited to upgrades or routine maintenance, as required by the contracted dispatch agency.

9) Section VIII – Contract Requirements, Article XIV – Notice to Parties, shall be amended as follows:

Article XIV – Notice to Parties:

All notices to be given by the parties hereto shall be in writing and served by depositing it in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

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COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY 3057 BRIW ROAD, SUITE B PLACERVILLE, CA 95667 ATTN: CONTRACTS UNIT

And

COUNTY OF EL DORADO EMERGENCY MEDICAL SERVICES AGENCY 2900 FAIR LANE COURT PLACERVILLE, CA 95667 ATTN: EMS AGENCY ADMINISTRATOR

Or to such other location as the County directs.

Notices to the JPA shall be addressed as follows:

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY 480 LOCUST ROAD DIAMOND SPRINGS, CA 95619 ATTN: MARTY HACKETT, EXECUTIVE DIRECTOR, or successor

Or to such other location as the JPA directs.

11) Section X – Takeover Process, Article IX – Administrator, shall be amended as follows:

Article IX – Administrator:

The County Officer or employee with responsibility for administering this Contract is Richard Todd, Emergency Medical Services Agency Administrator, Health and Human Services Agency, or successor.

The following Appendices shall be amended, replaced, and incorporated herein: Appendix B is replaced by Appendix B-1 and Appendix F is replaced by Appendix F-1

The following Article is added to Section IX – Default/Breach, Termination, and Cancellation:

1) Section IX – Default/Breach, Termination, and Cancellation shall be amended to add Article VIII – Penalty and Appeal Process.

Article VIII – Penalty and Appeal Process:

If JPA does not understand or disagrees with the penalties (ePCR), JPA may within thirty (30) days of notification of a Penalty for Compliance Failure follow the procedures below in an attempt to resolve an issue:

- 1. First, request a review with the County EMS Agency to explain and clarify a penalty assessment. If JPA's concerns are not resolved; then
- 2. Second, request Contract clarification from the County Health and Human Services Agency, and, if JPA's concerns remain unsatisfied; then
- 3. Third, request in writing a fair hearing before the County Board of Supervisors.

Except as herein amended, all other parts and sections of that Agreement 200-S0811 and amendments shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Fichard W. Todal

Dated: 8-28-2017

Richard Todd Emergency Medical Services Agency Administrator Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Tatica Charles Heather	
Patricia Charles-Heathers, Ph.D.,	
Director	
Health and Human Services Agency	

Dated: 8-28-17

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IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to that Agreement for Services #200-S0811 on the dates indicated below.

. --COUNTY OF EL DORADO--

Dated:

By:

Shiva Frentzen, Chair Board of Supervisors "County"

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

By:

Deputy Clerk

Dated:

-- C O N T R A C T O R --

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY

fund Chief Mike Hardy

Chairperson, Board of Directors "Contractor"

elling By Corporate Secretary

Jla/hl

Dated: Jpar 24, 2018

Dated: <u>1 - 24 - 18</u>

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CSA 7 Fixed Assets Inventory As of January 24, 2018

Тад	Index	Sub Class	Description	Description	Model	Department Notes	Year Acq.	Value
			Lab Medical					
26208	408210	44511	Equipment	STOKES STRETCHER 71S	2010	GEORGETOWN Sta 62	Dec 1995	\$595.56
			Lab Medical					
29527	408210	44511	Equipment	ZOLL DEFIBRILLATOR SNT00H14692	2010	EDC FPD: M-26	Sept 2000	\$9,083.75
			Lab Medical					
29528	408210	44511	Equipment	ZOLL DEFIBRILLATOR SNT00G13790	2010	EDC FPD: M-217	Sept 2000	\$9,083.75
			Lab Medical	ZOLL BETTERY CHARGER				
29534	408210	44511	Equipment	SNH00H08300	2010	PIONEER FPD	Sept 2000	\$0
			Lab Medical	ZOLL BATTERY CHARGER SN				
29535	408210	44511	Equipment	H00H08303	2010	RESCUE FPD	Sept 2000	\$0
				MOTOROLA CDM 1550 S/N				
31544	408210	42510	Radio	103TCLC945	2010	JPA ADMIN	June 2002	\$0
				MOTOROLA CDM 1550 S/N				
31545	408210	42510	Radio	103TCLC952	2010	COMMUNICATIONS	June 2002	\$0

Gold Tag #	Index	Serial Number	Manufacturer	Make	Model	Hardware ID	Agency	Unit Assigned To	Key Board	Year Acq.	Value
108856	408210	R52J50BFQQY	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff566401e3c2cba	Cal Fire Cameron Park	M89	YES	2017	\$593.00
108857	408210	R52J50BFQTL	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff486478121ab2f2	Cal Fire Cameron Park	M289	YES	2017	\$593.00
108858	408210	R52J50BFRKF	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdb5fa213f220ce9	EDC ESA (JPA)		YES	2017	\$593.00
108859	408210	R52J50BFSGK	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	b0ab59b380982ef6	Cal Fire Cameron Park	E-88	YES	2017	\$593.00
108860	408210	R52J50BFSTN	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdb5face1dbf5784	Cal Fire Cameron Park	E-89	YES	2017	\$593.00
108861	408210	R52J50BFSZD	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	b0ab59a32d875062	Cal Fire Cameron Park	E-288	YES	2017	\$593.00
108862	408210	R52J50BFS0W	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdb5face1dbf5784	Cal Fire Cameron Park	E-289	YES	2017	\$593.00
108863	408210	R52J50BFTSZ	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdbbfa490b19f1da	Cal Fire Cameron Park	E-389	YES	2017	\$593.00
108864	408210	R52J50BFTVP	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	faf664cdc89fba139	Diamond FPD	M49	YES	2017	\$593.00
108865	408210	R52J50BFVHY	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	b0ab59a0e77c1e7e	Diamond FPD	M249	YES	2017	\$593.00
108866	408210	R52J50BFVRW	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdb5fa7581ca3ac5	Diamond FPD	E-49	YES	2017	\$593.00
108867	408210	R52J50BFV9F	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff56648769f2a4e8	Mosquito FPD	E-275	YES	2017	\$593.00
108868	408210	R52J50BFWAX	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdb5faa9f344cbe6	Diamond FPD	E-48	YES	2017	\$593.00

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108869	408210	R52J50BFWHN	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdb8fa601f6e1452	Diamond FPD	E-46	YES	2017	\$593.00
108870	408210	R52J50BFW4L	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff805b9f7c8de4da	Diamond FPD	E-249	YES	2017	\$593.00
108871	408210	R52J50BFXAH	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff49656e272016fd	EDC FPD	M17	YES	2017	\$593.00
108872	408210	R52J50BFYBE	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	faf664c927274bc11	EDC FPD	M19	YES	2017	\$593.00
108873	408210	R52J50BG01W	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	faf6651e35435c3d	EDC FPD	M25	YES	2017	\$593.00
108874	408210	R52J50BFYVD	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	faf6649e5bd0d609	EDC FPD	M28	YES	2017	\$593.00
108875	408210	R52J50BG0XR	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	2fe6641ce6ab3af	EDC FPD	M217	YES	2017	\$593.00
108876	408210	R52J50BG0ZM	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cda9fa0c7c05fde0	EDC FPD	M219	YES	2017	\$593.00
108877	408210	R52J50BFYRR	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	faf6657b16d5190d	EDC FPD	M225	YES	2017	\$593.00
108878	408210	R52J50BG1BV	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff56652013800233	EDC FPD	M228	YES	2017	\$593.00
108879	408210	R52J50BG1CN	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	b0ab59d914cf43a9	EDC FPD	E-17	YES	2017	\$593.00
108880	408210	R52J50BG1KE	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff48658c670c0d55	EDC FPD	E-19	YES	2017	\$593.00
108881	408210	R52J50BG5KF	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff48657d19920da8	EDC FPD	E-25	YES	2017	\$593.00
108882	408210	R52J50NZKEG	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff4f65566b5da521	EDC FPD	E-26	YES	2017	\$593.00
108883	408210	R52J50BG5NP	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff5664b4a34f7243	EDC FPD	E-28	YES	2017	\$593.00
108884	408210	R52J50BG56B	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	faf66540ff244b92	EDC FPD	E-72	YES	2017	\$593.00
108885	408210	R52J50BG58Y	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff5664bdb8e88a6c	EDH FPD	SQ-21	YES	2017	\$593.00
108886	408210	R52J50BG6AR	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff5664b6dce3bb34	EDC FPD	M85	YES	2017	\$593.00
108887	408210	R52J50BG6DD	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	b0ab59b59654e910	EDH FPD	M285	YES	2017	\$593.00
108888	408210	R52J50BG6PZ	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff5664965b4fdcdc	EDH FPD	E-84	YES	2017	\$593.00
108889	408210	R52J50BG64Z	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	b0ab583cb13ecac2	EDH FPD	E-86	YES	2017	\$593.00
108890	408210	R52J50BG7SZ	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff50659e29aa4f1f	EDH FPD	E-87	YES	2017	\$593.00
108891	408210	R52J50BG7VP	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdaffaecd0a722ed	EDH FPD	SQ-91	YES	2017	\$593.00
108892	408210	R52J50BG7VW	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	cdaffafc3a080717	Mosquito FPD	C-7500	YES	2017	\$593.00
108893	408210	R52J50VAEKW	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10ccfa5231d28fdc	EDH FPD	E-85	YES	2017	\$593.00
108894	408210	R52J50VAE3F	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10ccfa1de17026a1	EDC FPD	E-284	YES	2017	\$593.00
108895	408210	R52J50VAF4X	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	091f64f90e0d62d9	EDH FPD	E-286	YES	2017	\$593.00
108896	408210	R52J50VAL1T	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	dffa4268d35a039c	EDH FPD	E-287	YES	2017	\$593.00
108897	408210	R52J50VAQ4M	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	168cb45d4b5634d3	EDC ESA (JPA)		YES	2017	\$593.00
108898	408210	R52J50VAR6Y	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10ccfaacb9ba0585	Garden Valley FPD	E-51	YES	2017	\$593.00

108899	408210	R52J50V9GKK	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10ccfa2fccea1c12	Garden Valley FPD	E-351	YES	2017	\$593.00
108900	408210	R52J50V9HCP	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10ccfae19365ad0f	Garden Valley FPD	SQ-51	YES	2017	\$593.00
108901	408210	R52J50V9H3K	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10d2fa8ffff96d58	Garden Valley FPD	E-251	YES	2017	\$593.00
108902	408210	R52J50V9J0R	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10ccfaf4bd35296c	EDC ESA (JPA)		YES	2017	\$593.00
108903	408210	R52J50V9L0Z	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	e001436def785939	Georgetown FPD	M61	YES	2017	\$593.00
108904	408210	R52J50V9PDN	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	169ab4daa417d8a4	Georgetown FPD	M261	YES	2017	\$593.00
108905	408210	R52J50V0PEB	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	8e8afe26d45a4787	Georgetown FPD	E-61	YES	2017	\$593.00
108906	408210	R52J50V9PHM	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	8e8afedbf89c1450	Georgetown FPD	SQ-62	YES	2017	\$593.00
108907	408210	R52J50V9PMK	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	10c6fa88e92b17f7	Georgetown FPD	E-261	YES	2017	\$593.00
108908	408210	R52J50V9VYY	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	8e8afe1d97c5a247	Georgetown FPD	E-322	YES	2017	\$593.00
108909	408210	R52J50V9WDB	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	8e8afe05af054bd0	Pioneer FPD	E-38	YES	2017	\$593.00
108910	408210	R52J50V9W5X	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	8e8afe3b177fb43d	Pioneer FPD	E-338	YES	2017	\$593.00
108911	408210	R52J50V9ZTL	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	309f64aa3fef9c27	Pioneer FPD	E-83	YES	2017	\$593.00
108912	408210	R52J5094P0R	Samsung	Galaxy Tab S2	SM-T813NZKEXAR	ff4f6583bdf0fefb	Pioneer FPD	E-383	YES	2017	\$ 593.00

Appendix F-1

2015 EL DORADO COUNTY AMBULANCE RATE SCHEDULE

Effective November 17, 2015 or as may be updated and replaced in their entirety

Description	Rate
ALS Emergency Base Rate ¹ – Resident	\$1,427
ALS Emergency Base Rate – Nonresident*	\$1,683
ALS Non-Emergency Base Rate ² – Resident	\$1,427
ALS Non-Emergency Base Rate - Nonresident*	\$1,683
ALS Level 2 ³ – Resident	\$1,504
ALS Level 2 – Nonresident*	\$1,760
Mileage	\$31/mile
Facility Waiting Time (per 1/4 hour)	\$263
Oxygen Use	\$111
Standby (Per Hour)	\$195
Critical Care Transport ⁴ – Resident	\$2,111
Critical Care Transport – Nonresident*	\$2,367
Treatment – No Transport ⁵	\$406
Medical Supplies & Drugs ⁶	Market Cost + 15%

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- ¹ <u>ALS Emergency Base Rate</u>: 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 <u>ALS Non-Emergency Base Rate</u>: 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 <u>ALS Level 2</u>: 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 <u>Critical Care Transport</u>: This charge applies when a patient receives care from a registered nurse during transport from a hospital to another receiving facility.
- ⁵ <u>Treatment No Transport</u>: This charge applies when the patient receives an assessment and at least one ALS intervention (i.e., ECG monitor, IV, glucose, etc.), but then refuses transport or is transported by other means (i.e., private car, air ambulance, etc.)
- ⁶ <u>Medical Supplies & Drugs</u>: 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.
- * <u>Nonresident</u>: Charge applies to a patient whose home address includes a city, state or zip code located outside El Dorado County.

Approved by BOS on November 17, 2015