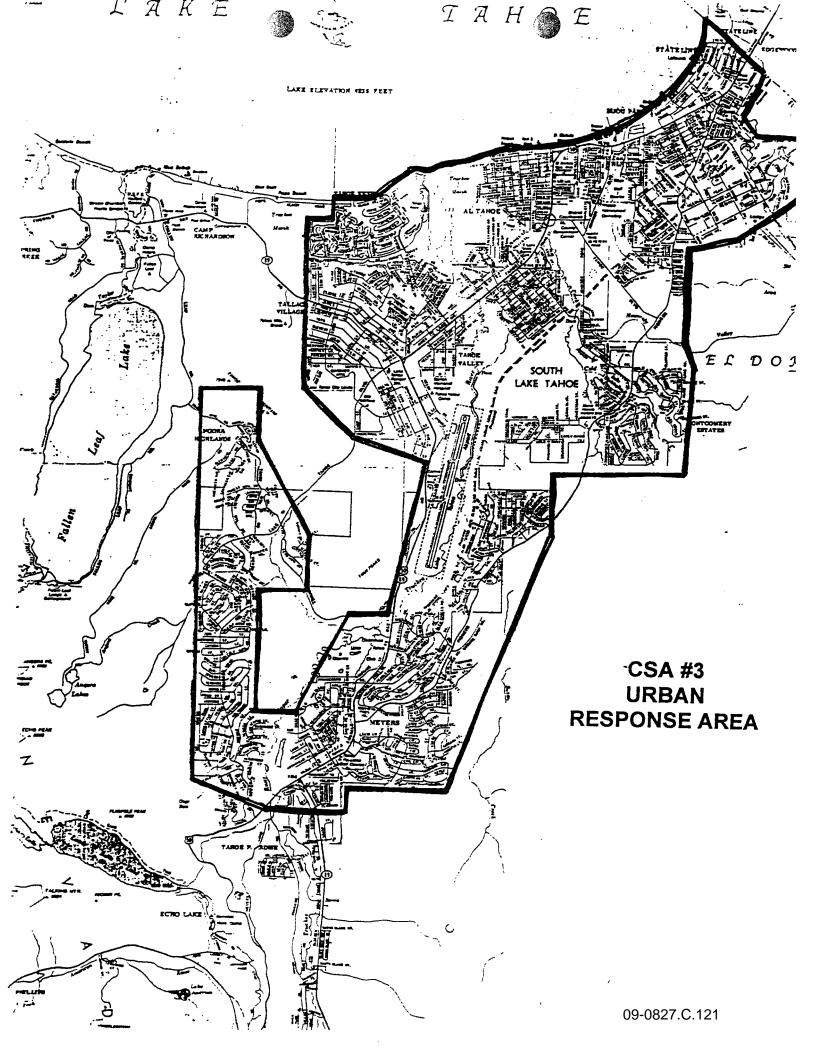
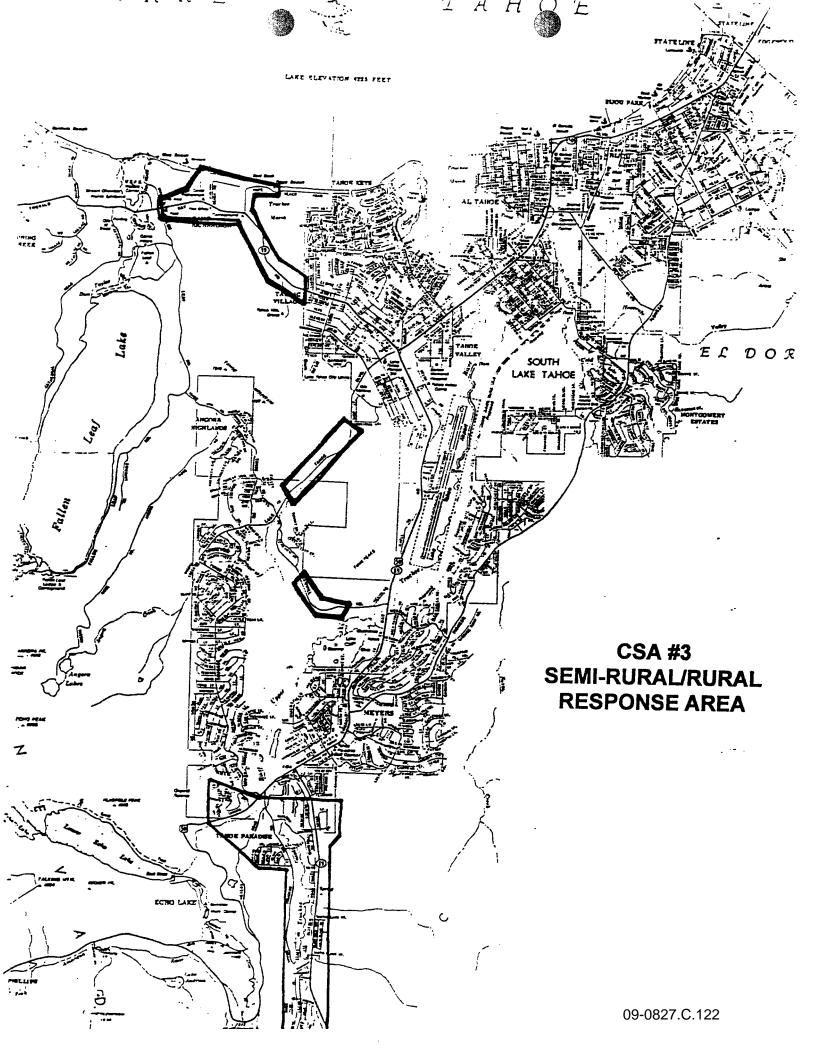
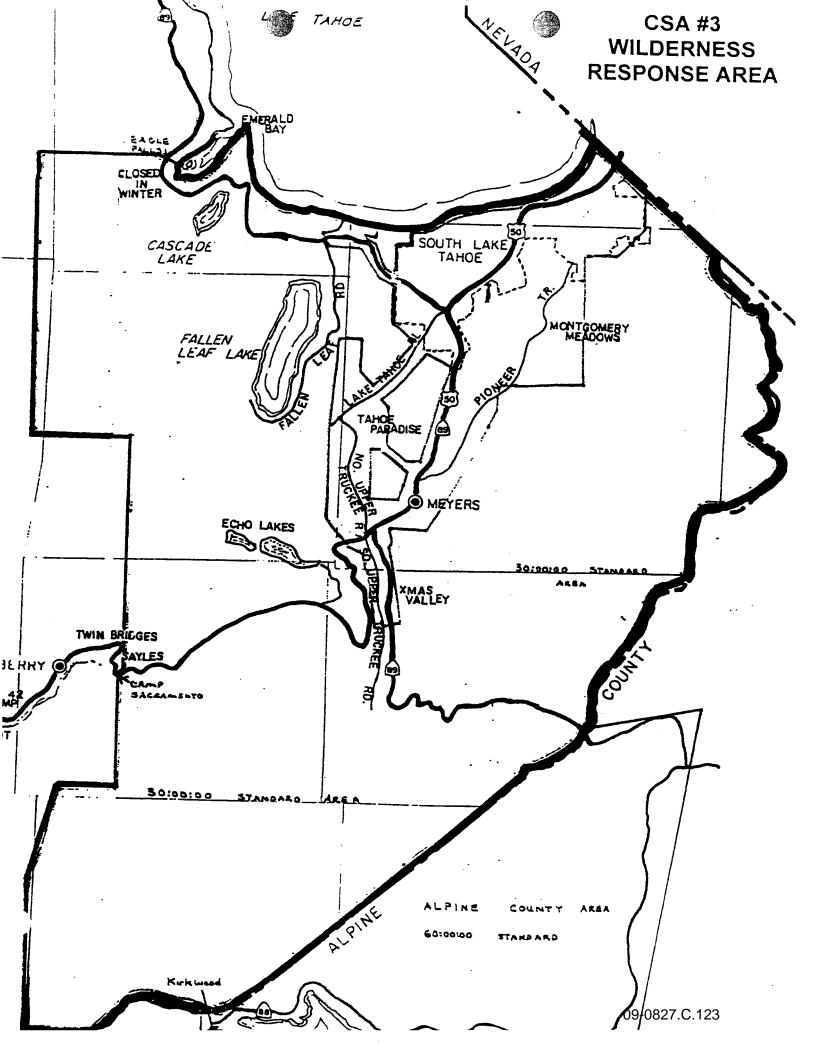
# **APPENDIX A**

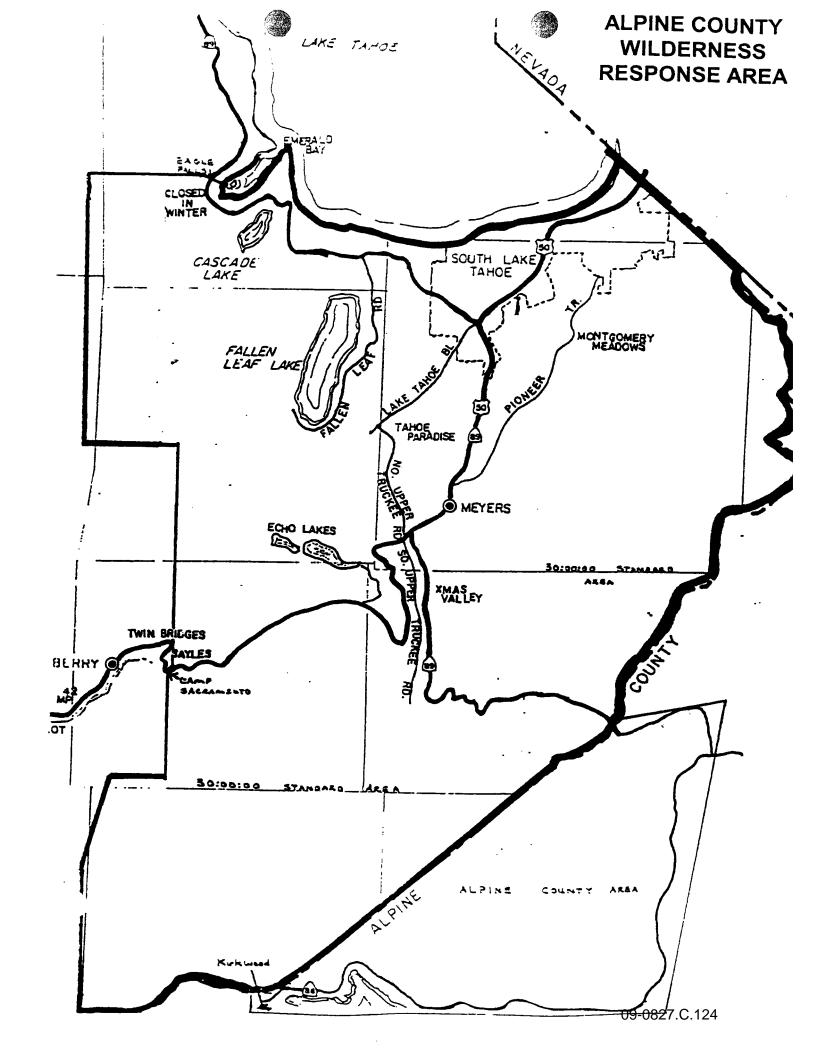
# PRIMARY RESPONSE AREAS

THE ATTACHED FOUR MAPS ARE THE PRIMARY RESPONSE AREAS FOR CSA NO. 3









# **APPENDIX B**

# **EQUIPMENT FURNISHED BY COUNTY**

### Appendix B

### **EQUIPMENT FURNISHED BY COUNTY**

### 1. COMMUNICATIONS INFRASTRUCTURE

A high band radio is available at Barton Memorial Hospital emergency department. County provides and maintains two repeaters (MED 7 and MED 8).

#### **ASSIGNED FREQUENCIES**

| <b>TRANSMIT</b> | RECEIVE   |
|-----------------|---|
| 154.445         | 153.950   |
| 153.890         | 154.340   |
| 155.940         | 153.995   |
| UHF high en     | d frequencies   |
|                 | ED 10 (MED 7 is primary)                                    |
|                 | ED 10 (MED 7 is primary)                                    |
|                 | 154.445<br>153.890<br>155.940<br>UHF high en<br>MED 1 to ME |

#### PL Tone is 100

### PREFERRED COMMUNICATION EQUIPMENT

Satellite phone system

Ambulance Contractor to provide all mobile and portable radios compatible with existing radio system.

#### 2. MEDICAL EQUIPMENT

High-altitude Nitronox Dispenser Units Nitronox Scavenger Units

# **APPENDIX C**

# SAMPLE PREHOSPITAL CARE REPORT (PCR) and PCR POLICY

| ALS [                      | BLS [           | No             | Contact        | 7 /4                                   | ₽ D       | orado Co            | unty En      | nergen          | cy Medica     | al Ser      | vices    |             | Incident Numb  | er   |                   |             | Pa              | iQe       |
|----------------------------|-----------------|----------------|----------------|--|-----------|---------------------|--------------|-----------------|---------------|-------------|----------|-------------|----------------|--|-------------------|-------------|-----------------|-----------|
| Ememency                   | Non-Emergency [ |                |                |  | 9         |                     |              | )IČ U           |               |             |          |             | Date           |  | Pt !              | ast Name.   |                 | e of      |
| Critical Care Tra          |                 |                | Insport        | -                                      | PR        | EHOS                | PITA         | L CA            | RE RE         | PO          | RT       |             |                |  |                   |             |                 |           |
|                            | insport         | ·              |                |  |           |                     |              |                 |               |             | •••      | [[          | Continu        | ation Fo                                     | ım Used           | d 🗀/        | Additional      | ECG's     |
| Pt SS#                     |                 |                | Last Nam       |  |           |                     |              |                 |               |             |          |             |                |  |                   |             |                 |           |
|                            | <del></del>     |                |                | <del>-</del> -                         |           |                     |              |                 | First N       | ame:        |          |             |                |  | Middle<br>Instal: |             | edical<br>sc. # |           |
| Making Address             |                 |                |                |  |           |                     | City         |                 |               |             |          |             | State.         |  | Zip Coo           | te:         |                 |           |
| Home Phone.                |                 |                |                | Work Phone                             |           | <del></del>         |              |                 |               | 0.0.        | B.:      |             |                | Age:   |                   | Sex:        | ×c              | L:        |
|                            |                 |                |                |  |           |                     |              |                 |               | <u>L</u> .  | _        |             |                |  |                   |             |                 |           |
| Medicare #:                |                 |                |                |  |           |                     |              | Medi-           | Cal #         |             |          |             |                | _  |                   |             |                 |           |
| insurance #1 Name:         | ·               | <del></del>    | Insurance      | #1 Address:                            |           |                     |              |                 |               |             | insuranc | e #1 Phone: |                | —-т  | Guarantos         |             |                 |           |
| Poicy #:                   |                 |                | Group #:       |  |           |                     | ····         | <del></del>     |               |             |          |             |                |  |                   |             |                 |           |
| Insurance #2 Name:         |                 |                |                |  |           |                     |              |                 | SELF          |             | SPC      | USE _       | CHILD          |  | OTH               | ER          |                 |           |
|                            |                 |                | insurance      | #2 Address:                            |           |                     |              |                 |               |             | insuranc | e #2 Phone: |                |  | Guarantor.        | :           |                 |           |
| Policy #:                  |                 |                | Group #:       |  |           |                     |              |                 | SELF          | $\Box$      | SPO      | USE         | CHILD          | $\overline{}$                                | OTHE              |             |                 |           |
| Private Pay RP:            | •               |                | Address:       | <del></del>                            |           |                     |              | _ <del></del> _ |               |             |          | <u>ب</u>    | Pho            | ne:  |                   | -1\         |                 |           |
|                            |                 |                |                |  |           |                     |              |                 |               |             |          |             |                |  |                   |             |                 |           |
| First Responders: A        | .s 🗆 BLS        | SA             | #7 🔲           | SA #3                                  | Code<br>2 |                     | inged:       | Res             | ponse From Wh | E GSA:      |          | Respo       | onee To What ( | SSA:   |                   | Response    | To Area Des     | ignation: |
| Unit Local                 | on Of Incident  | <u> </u>       |                |  |           | 3   Z               | 3 4          |                 | S E W         |             |          | N.          | S E W          | С  |                   | U           | SR              | Ň         |
|                            |                 |                |                |  |           |                     |              |                 |               |             |          |             |                |  |                   |             |                 |           |
| Chief Complaint            |                 |                |                |  | <u> </u>  | Clinical Field      | Impression   |                 |               |             |          |             | <u>-</u>       | Repor  | t Front           |             |                 |           |
| <del></del>                |                 |                |                | <del></del>                            |           | <u> </u>            |              |                 |               |             |          |             |                |  | TA-PCR            |             |                 |           |
| Hx. Of Present Bness/injur | y-Narrative:    |                |                |  |           |                     |              |                 |               |             |          |             |                |  |                   |             |                 |           |
| <del></del>                |                 |                |                |  |           |                     | <del>-</del> |                 |               |             |          |             |                | -  |                   | A-Call      |                 |           |
|                            |                 |                |                |  |           |                     |              |                 | <del></del>   |             |          |             |                | <del>      ,</del>                           | Yes               | 4.5         | No No           |           |
|                            |                 |                |                |  |           |                     |              |                 |               |             |          |             |                | Ιπ,  |                   | A-Prot      |                 |           |
|                            |                 |                | <del></del>    |  |           |                     |              |                 |               |             |          |             | <del></del>    | <u>                                     </u> |                   | Traner      | №<br>ortatio    |           |
|                            |                 |                |                |  |           |                     |              |                 |               |             |          | -           | <del></del>    | $\Box$                                       | /es               | 1 (1.1.5)   | No No           | <u>'</u>  |
|                            |                 |                |                |  |           |                     |              |                 |               |             |          |             | -              | <del>  _</del> _                             | QA-               | AED I       |                 |           |
|                            |                 |                |                |  |           |                     | -            | PMD:            |               |             |          |             |                | □ ¥  | 'es               | [           | No              |           |
| Past Medical Hx.:          |                 |                |                |  |           |                     |              | Medicali        | one:          |             |          |             |                |  |                   |             |                 |           |
|                            | <del></del>     |                |                | <del></del>                            |           |                     |              | <u> </u>        |               |             |          |             |                |  | -                 |             |                 |           |
| Allergies:                 |                 |                |                | -                                      |           |                     |              |                 |               |             |          |             |                |  | _                 |             |                 |           |
| Alert                      | Patent          |                | Normal         |  |           | Regular             |              |                 | Reactive      |             | Молт     |             |                | ry/Norma                                     | 1                 |             | Vormal          |           |
| Oriented x                 | Gag +/-/N/      | <u>ا</u>       | Dyspne         | iic                                    |           | Rapid               |              | li              | Fixed         |             | Pate     | _           |                | loist  |                   |             | Cool            |           |
| Respond/Pain               | Obstruction     | ][             | Acces.         |  |           | Weak                |              |                 | Midpoint      |             | - Flust  | <b>red</b>  |                | iaphoretic                                   | :                 |             | Coid            |           |
| Unresponsive               | Secretions      | l¦             | Retract Agonal | ions                                   |           | Irregular<br>Absent |              | $\mathbb{H}$    | Dilated       | 川           | Cyan     |             |                |  |                   | ·   _  '    | iot             | -         |
| j                          |                 | i              | ╡ ̄            |  |           |                     |              | lH '            | Constricted   | HH          | _   Mote | PG          |                |  |                   | -           |                 |           |
|                            |                 |                |                |  | ļ         |                     | _            |                 |               | بال         |          |             |                |  |                   |             |                 |           |
| Normal                     |                 |                | Time           | Eyes                                   |           | Verbal              | М            | otor            | GCS Total     | al .        | Resp.    |             | SBP            | GC   |                   | Trauma 1    | Total           |           |
| Pelayed                    |                 |                |                | 4321                                   |           | 5 4 3 2 1           | 6 5          | 4 3 2 1         |               | $\neg \neg$ | 432      |             | 3 2 1 0        | 432  |                   |             |                 | j         |
| Absent                     |                 |                |                | 4321                                   | 1         | 5 4 3 2 1           | 6 5          | 321             |               |             | 4321     | 0 43        | 3 2 1 0        | 4 3 2  | 10                | -           |                 |           |
|                            |                 |                |                | 4321                                   |           | 54321               | 6 5 4        | 3 2 1           |               |             | 4321     | 0 43        | 3 2 1 0        | 4 3 2  | 10                |             |                 | ł         |
|                            | S8336U & 1771L  | ical Findings: |                | ·- · · · · · · · · · · · · · · · · · · |           |                     |              |                 |               |             |          |             |                |  |                   |             |                 |           |
|                            | sessed & WNL    |                |                |  |           |                     |              |                 |               |             |          |             |                |  |                   |             |                 |           |
| <del></del>                | lessed & WNL    |                |                |  |           |                     |              |                 |               |             |          |             |                | _  |                   |             |                 |           |
|                            | essed & WNL     |                |                |  |           |                     |              |                 |               |             |          |             |                |  |                   |             |                 |           |
| <del></del>                | essed & WNL     |                |                |  |           |                     |              |                 |               |             |          |             |                |  |                   |             |                 |           |
| <del></del>                | essed & WNL     |                |                |  |           |                     |              |                 |               |             |          |             |                |  |                   |             |                 |           |
|                            | essed & WNL     |                | <del></del>    | ·                                      |           |                     |              |                 | <del></del>   |             |          |             |                |  |                   |             |                 |           |
|                            | essed & WNL     |                |                |  |           |                     | <del>-</del> |                 |               |             |          | <del></del> |                |  |                   | <del></del> |                 |           |
|                            |                 |                |                |  |           |                     |              |                 |               |             |          |             |                |  |                   |             |                 |           |

# El Dorado County Emergency Medical Services MEDIC UNIT

# MEDIC UNIT PREHOSPITAL CARE REPORT

| ) | noident Number |                | Sage<br>Swo of |
|---|----------------|----------------|----------------|
|   | Janes.         | Pt. Last Name. |                |

| 5  |  |  |  |   |            |  |   |   |                       |  |             |  |  |  |  |   |  |
|--|--|--|--|---|------------|--|---|---|-----------------------|--|-------------|--|--|--|--|---|--|
| 02   |  | LPI  | M T ECG Me                                 | ontored   | Times      |  | Fluid   | Times   | Fluid:                | Ohned i  | raw Time:   |  | Time:  | ~  |  | 7   |  |
| i  | ne:  |  | _ Time:                                    |   | /ot        |  | Cathat  | Vat   | Cathit                | Glucos   |             | mg/DI  | Oral-3   | Size:  | ╬  | Using Sounds CO2 Detector   | Witnessed:   |
|  | Cannua   |  | Rhythm:                                    |   | Site:      |  |   | Site:   |                       | 9444   | •·<br>·     | inger  | Cnc-5  | OTR-1  |  | Aspirator   | Vinutes w/o:   |
|  | NRB Mass   | <b>x</b>   |  |   | # Attent   | pts:   |   | # Attempt   | <u> </u>              | Time:  | # Ah        | епріз:   | #Attempts:   |  | -  | <b>-</b>  | Vinutes Cone:  |
| H  | Nebulizer<br>Nebulizer   |  |  |   | Sy:        |  | ·   | By:   |                       | Sy:  |             |  | By:  |  | ┨  |   | Systander First Responder  |
|  | Other  | PT/  | PTA  |   | P          | ra [   | Successful  | PTA   | Succes                |  | FA 🗍        | Successful                                     | <u> </u>   | Successful   |  |   | Medic Crew   |
| <u> </u>   |  |  |  |   |            |  |   | ]   |                       | ب  |             |  |  |  |  |   |  |
| <u>.                                    </u>           |  |  |  |   |            |  |   |   |                       |  |             |  |  |  |  |   | ·  |
|  |  |  |  |   |            |  |   |   |                       |  |             |  |  |  |  |   |  |
|  |  |  |  |   |            |  |   |   |                       |  |             |  |  |  |  |   |  |
| ļ  |  |  |  |   |            |  |   |   |                       |  |             |  |  |  |  |   |  |
| <u> </u>   |  |  |  |   |            |  |   |   |                       |  |             |  |  |  |  |   |  |
| <u> </u>   |  |  |  |   |            |  |   | $\perp \perp$   |                       |  |             |  |  |  |  |   |  |
| <u> </u>   |  |  |  |   |            |  |   | $\perp$   |                       |  |             |  |  |  |  |   |  |
|  |  |  |  |   |            |  |   | +   |                       |  |             |  |  |  |  |   |  |
|  |  |  |  |   | -          |  |   |   |                       |  |             |  |  |  |  |   |  |
|  |  |  |  |   | -          |  |   | +   |                       |  |             |  |  |  |  |   |  |
|  |  |  | <del></del>                                |   | +          |  |   |   |                       | ···  |             |  |  |  |  |   |  |
|  |  |  |  |   | +          |  |   | ++  |                       |  | <del></del> |  |  |  |  |   |  |
|  |  |  |  |   |            |  |   | +   |                       |  | -           |  |  |  |  |   |  |
|  | - 1  |  |  |   | I .        |  |   |   |                       |  |             |  | _  |  |  |   |  |
|  |  |  |  |   |            |  |   |   | 7                     | _  |             |  |  |  | Ŧ  |   |  |
|  |  | 1  |  |   |            |  |   |   |                       |  | 1.          | •  |  | <del></del>  |  |   |  |
| 7<br>11<br>48<br>13<br>8<br>16<br>12<br>31<br>33<br>78 | Oxyger<br>Cardin<br>Waiting<br>Defibrii<br>IV Disp<br>Norma<br>Intubet<br>NCD S<br>Percuti | n<br>c Monitor<br>g Time<br>lation<br>cosable S<br>I Saline /<br>ion and S | upplies<br>irrigation<br>supplies<br>irway | Menger  setup setup .25 Hours setup setup/set setup setup setup setup setup |            | 75<br>37<br>15<br>- 17<br>- 76<br>- 36<br>- 18<br>- 20<br>- 72<br>- 79<br>- 21 | Activated<br>Adenosis<br>Aspirin<br>Atropine-<br>Albuterol-<br>Benedryl<br>Calcium I-<br>Dextrose :<br>Dexpensine<br>Epinephris | i mg (Mui<br>i mg<br>3 mg<br>2.5 mg (k<br>iCL<br>50%<br>25% | it x 4)<br>fuit x 3)  | 50 gm<br>6.0 mg<br>81 mg<br>0.25 mg<br>each<br>0.833 mg<br>500 mg<br>25 gm<br>2.5 gm<br>400 mg<br>1 mg |             | respo Medi- Dorac insura  I furth ambul lack o | neibility. If cov<br>Call, I authoriz<br>to to release as<br>ince agent. I w<br>er agree to be<br>lance service if<br>f medical nece | ered by medical in<br>may agent to pay<br>my medical informal<br>pay for service<br>personally and ful<br>my medical insur | neura<br>y for 8<br>silon :<br>s not :<br>ly rea | nce (health plan, insurance<br>heae services. I further as<br>necessary to obtain paym<br>covered by insurance.<br>sponsible for payment of a | uthorize the County of El  |
| 38<br>9  | Syringe  | •  | tage / Dressing                            | each<br>each  |            | 73   | Epinephris<br>Epinephris  | ne-1 mg/1<br>ne-30 mg                                       | :1,000<br>(Mult x 30) | 1 mg<br>1 mg   |             | This page                                      | ent was unable   | to sign because  | æŁ   |   |  |
| 14<br>50   | Hot or   | Cold Ped   |  | each<br>each  |            | 23   | Glucagon<br>ipecac  |   |                       | 1 unit<br>30 cc  |             |  |  |  |  |   |  |
| 51<br>10   | Cervica  | al Collar /  | Disposable<br>Supplies                     | each<br>each  |            | 25<br>26   | Lasix (Mul<br>Lidocaine   | t x 2)  |                       | 20 mg<br>100 mg  |             |  |  |  |  |   |  |
| 39<br>49   | OB Kit   | e Check  | офран                                      | each  |            | 74<br>84   | Magnesius<br>Midazolari   |   |                       | 1 gm<br>1 mg   |             | ·  |  |  |  |   |  |
|  |  |  |  |   |            | 27<br>28   | Morphine :<br>Narcan(Mi   | Sulfate   | -                     | 10 mg<br>2 mg  |             | Signature                                      | /Title   |  |  | Dat   | E  |
|  |  | -  | <del> </del>                               |   |            | 29<br>83   | Nitro<br>Nitrous Ox   | ide   |                       | 0.4 mg<br>used   |             | LHE  | REBY REI   | EASE EI Dor  | ado  | County Ambulance  | Administration, the  |
| _  |  |  |  |   |            | 35<br>30   | Oral Gluco<br>Sodium Bi   |   |                       | 15 gm<br>50 cc   | _           | attend   | ding provide   | r and the cont   | acte   | d base hospital from  | any liability of medical<br>for transportation to the                        |
|  |  |  |  | <del></del>   |            | 32<br>82   | Pitocin<br>Terbutaline  | (Mult x 4   | )                     | 20 units<br>0.25 mg  |             | direct   | ed to contaction. I have   | t my personal  | phys   | sician as to my prese   | stand that I have been<br>nt condition as soon as<br>il consequences of this |
|  |  |  |  |   |            | -<br> -  |   |   |                       | <del></del>  |             | Patient or<br>Responsi                         |  |  |  |   |  |
| ς <b>α</b>   | 200  | <b>3</b> 40  | -,   |   |            |  |   |   |                       |  |             | Witnessed                                      |  |  |  | Date  |  |
|  | 250 1  | यणहरू  | ICO-8 Primary                              | 18 mg 2 5 1   | Code       |  | Changed:  |   | g Hosp if             | T  |             |  | 可花魚。   |  |  | 0.0   |  |
|  |  | 4,4  | ICO-9 Primary                              | Trans.  | 2 3        |  | 2 3   | Different   |                       | Time:<br>M.D./MICN   |             | Base.  |  | A  |  |   | <u>*</u>   |
| <u> </u>   | ALS Emerg  | ≠ 55 <u>.</u>  | 1004                                       | 300   | rans. Des  | rt.:   |   |   |                       | Base Order   | <del></del> |  | <del></del>  | 3  |  | <del></del>   |  |
| ≼  | L.S Emergy   | ٠.   | CD-11 2 2                                  |   | leport Giv | en To:   | M.D.  | MICH  | 1                     | 5436 OT06  | •           |  | <del></del>  | 0  |  |   | *  |
| <b>=</b>   | LS Non-En<br>LS Non-Em   |  |  |   | aported 1  | o:   |   |   |                       |  |             |  |  |  |  | ant Signature:  |  |
| ≠ .  | ĆT .   | 76.8   | A CONTRACTOR                               | A PORT A  | atending h | 4.D.   | ·   |   |                       | <del> </del>   |             |  |  |  |  | tor Signature:  |  |
|  | ·  | · · · · · ·  | - 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1   | - W   |            |  |   |   |                       | L  |             |  |  |  | 9000   | 09-0827.C.  | 400  |

| Proc. Code Procedure IV IV IO IO 1 EOA/EGA/EGTA 2 Intubation-Nasal |  |  | R  | espiratory (  | 10-29<br>>29<br>6-9<br>1-5<br>None       | 4<br>3<br>2<br>1<br>0 |
|--|--|--|--|---|--|-----------------------|
| 3<br>4<br>5<br>6<br>7<br>8   | Intubation-Oral Needle Chest Decomp Cricothyrotomy NG Tube Defib/Manual Defib/Cardiovert Non-invasive Pacing |  | S  | ystolic BP  | >89<br>76-89<br>50-75<br>1-49<br>None    | 4<br>3<br>2<br>1<br>0 |
| 9  |  |  |  | lasgow Coma Score   | 13-15<br>9-12<br>6-8<br>4-5<br>3         | 4<br>3<br>2<br>1<br>0 |
| ADULT GLA  | SGOW COMA SC   | ALE INF                                    | ANI GLASG  | OW COMA SCALE   |  |                       |
| Eye Opening  | Spontaneously<br>To Speech<br>To Pain<br>No Response   | 4 Eye Op<br>3<br>2<br>1                    | pening   | Spontaneously<br>To Speech<br>To Pain<br>No Response  | 4<br>3<br>2<br>1                         |                       |
| Best Verbal Respons  | confused Confused Inappropriate Word Incomprehensible No Response  | 4  | erbal Response   | Coos, babbies<br>Irritable cries<br>Cries to Pain<br>Moans, grunts<br>No Response   | 5<br>4<br>3<br>2<br>1                    |                       |
| Best Motor Respons   | Localizes Pain Withdraws from Pa Flexion (decorticate Extension (decerel No Response                         | 5<br>ain 4<br>(e) 3                        | otor Response  | Obeys Commands Localizes Pain Withdraws from Pain Flexion (decorticate) Extension (decereb.) No Response  | 6<br>5<br>4<br>3<br>2<br>1               |                       |
| =  | Trauma Information  Burn   | ide Heavy Equipment Environmental Hazzaret | Physiological: B/P < 90 systolic Anatomical: Penetrating injury of Amputation proxima Spinal with Paralysis Mechanism of injury Ejection from Vehicl Death in Same Car | Criteria for Entry Into Trauma System  Resp Rate <10;>29 GCS<13  : Head Neck Chest/Neck Ab i to wrist or ankle Flail Cheet Serk is Two or more long bone FX Pelvic : Falls > 20 Feet Auto/Ped Ext | odomen<br>ous Burns(with traums)<br>: Fx | <br>běke              |
|  |  |  | Discretionary: Describe:   |   |  |                       |
|  |  | E  | CG'S   |   |  |                       |
|  |  |  |  |   |  |                       |
| ECG #:   | TIME:  | L  | .EAD:  |   |  |                       |



#### Transport Only

Emergency Vs. Non-Emergency Emergency: Sudden onset of a medical condition manifesting Non-Emergency: Patient's conditions not meeting the definition for itself by acute symptoms of sufficient severity (including severe emergency are considered non-emergency. pain) such that the absence of immediate medical attention could reasonably be expected to result in: Scheduled Vs. **Chose Appropriate Conditions:** Unscheduled Placing the patient's health in serious jeopardy Scheduled: A Non-Emergency Serious impairment to bodily functions Unscheduled: A Nonincident scheduled more than Serious dysfunction of any bodily organ or part Emergency incident with less 24 hours in advance. than 24 hours notice. Clinical Impression Shall Support Above Physician Patient has been given direction by a physician Certification (PA or NP) to be transported by ambulance. Statement Patient is at a skilled nursing facility or hospital Required Prior and is being transported by ambulance. to Transport <del>Yes</del> Physician Certification Physician Certification Statement Required Statement is Not prior to or within 48 Required. hours of transport. If Physician Certification Statement is Not provided at time of transport, a Physician Certification Statement shall be completed with the following information and included with the patient care report: incident #: Patient Name: Patient SS#: Physician Name:

# EL DORADO COUNTY EMS AGENCY Approved:

SECTION NINE-DOCUMENTATION

Effective Date: January 10, 2001

Supersedes: Policy 100.006

#### Link to table of Contents

# DOCUMENTATION 2 - MEDIC UNIT PREHOSPITAL CARE REPORT FORM

#### **AUTHORITY:**

California Health and Safety Code, Division 2.5, Sections 1797.220 and 1798a; and California Code of Regulations, Title 22, Section 100175 (a)(6).

#### **PURPOSE:**

To define when a Prehospital Care Report (PCR) shall be completed, what must be included on the form, and the required form distribution.

#### **DEFINITIONS:**

First Responder - Any non-transporting BLS or ALS unit dispatched to a scene of a medical emergency to provide immediate patient care.

Medic Unit - A qualified provider of medical transportation for patients requiring treatment and/or monitoring due to illness or injury.

Person - Any individual encountered by EMS personnel who, in the judgment of the EMS personnel, does not demonstrate any known illness or injury.

Patient - Any individual encountered by EMS personnel who, in the judgment of the EMS personnel, demonstrates a known or suspected illness or injury.

Clean PCR - A legible document that has no defect or impropriety, including a lack of any documentation that would require investigation or further development before it can be processed for billing purposes or submitted into a patient care record.

#### POLICY:

1) A PCR must be completed for every patient contact, including "patient contact nontransports". The PCR will be completed according to the "Prehospital Care Report (PCR) Instructions" in a clear, concise, accurate and complete manner.

- 2) All items on the PCR shall be completed. If information is unknown, write "unk"; if an item is not applicable, write "N/A" or draw a line through that item. All errors shall be corrected by drawing a single line through the error and initialing the correction.
- Only standardized abbreviations from the approved El Dorado County Abbreviation List may be used.
- 4) Document in the appropriate location based on the following:
  - a. Level of Response Information:
    - ALS An advanced life support procedure was performed or medication was administered
    - BLS No ALS procedures or medications utilized
    - No Contact No patient contact was made on the response
    - Emergency An unscheduled code-2 or code-3 call for medical aid
    - Non-Emergency A scheduled or unscheduled code-2 patient transfer
    - Non-Transport Transport is not provided due to the patient refusing service, transport by another unit (i.e. air ambulance) or the patient is pronounced dead at scene
  - b. Patient Information:
    - Complete name
    - Address
    - Telephone number
    - Social Security Number
    - Date of birth
    - Age
    - Sex
    - Weight in kilograms
  - c. Insurance Information (a complete hospital admissions patient information sheet may be submitted in lieu of completion of this section):
    - Medicare number
    - Medical number
    - Private insurance company name and address
    - Private insurance policy number
    - Private insurance group number
    - Guarantor or responsible party; check the appropriate box to identify the relationship to the patient
    - Private pay information, including: the name, address and phone number of the responsible person
  - d. Response Information:
    - First responder ID number and level of service available
    - Service area designator (CSA 3 or CSA 7)
    - Response code
    - Unit ID number

- Location of incident, including the city and local zip code
- · Location of patient at the scene
- e. Patient Assessment Information: Complete all applicable check boxes.
  - Chief Complaint Document the patient's primary symptom(s); utilize the narrative section to describe the condition of the patient
  - Clinical Field Impression The suspected cause of the patient's medical condition.
     The preferred method for completing this section is to write "rule out" (r/o) and then the suspected condition, i.e. r/o Myocardial Infarction
  - Narrative Document the history of the patient's present illness or injury and the
    present condition of the patient in a manner that will satisfactorily explain the
    medical necessity of the transport and justify the level of service provided. Include
    all associated symptoms that the patient is experiencing and other pertinent
    medical information that is obtained during the patient assessment. Pertinent
    negatives should be documented on all assessment questions asked
  - Past Medical History
  - Medications
  - Allergies
  - Glasgow Coma Scale
  - Trauma Score should be entered when applicable
  - Document all physical findings found on patient exam (if within normal limits, the WNL check box will suffice in lieu of listing pertinent negatives)

### f. Patient Management Information:

- All procedures performed shall be documented. Include the time the procedure was performed, the patient's response to the procedure, and who performed the procedure
- Document the patient's vital signs. Recheck vital signs at least every fifteenminutes
- g. Response Time Information All applicable times shall be recorded, including:
  - Received time
  - Dispatched time
  - Responding time
  - At scene time
  - Patient contact time
  - Transport time
  - At destination time
  - Transfer of care time
  - Available time

### h. Procedures and Supplies Information:

- Beginning and ending mileages shall be listed and totaled in the space provided
- All listed procedures that were performed shall be itemized
- All listed supplies that were used shall be itemized

- All listed medications that were used shall be itemized
- Financial Responsibility and Assignment of Benefits Information:
  - Ambulance personnel shall secure the signature of the responsible party for all patient transports. Signatures of responsibility and authority to release medical records may be obtained from an adult family member present at the time of transport (identify their relationship to the patient). When a patient is unable to sign, a reasonable explanation must be provided stating why the patient's signature was unobtainable and the attending paramedic must sign in the space provided. (Acceptable reasons for not obtaining a signature are: patient is deceased or unresponsive and a family member is not present to sign)
  - Minors must have a parent or guardian (if present) sign the consent form
- 5) PCR Distribution Completed copies of the PCR shall be distributed as follows:
  - CSA #3: Clean PCR's (see definition) that correspond with the weekly South Lake Tahoe Police Department Unit Log for the prior week of Wednesday through Tuesday must be delivered to the Ambulance Billing office no later than Wednesday of each week
  - CSA #7: Clean PCR's (see definition) or Fire Agency Incident Reports (also called FC 34's) that correspond with the Bi-Weekly Medic Unit Activity Report for the prior Friday through Sunday must be delivered to the Ambulance Billing office no later than Monday of each week; and those PCR's or Fire Agency Incident Reports that correspond with the Medic Unit Activity Report for the prior Monday through Wednesday must be delivered to the Ambulance Billing office no later than Thursday of each week
    - a. White Ambulance Billing Office The White/Original copy shall be delivered to the Ambulance Billing Office as stated above.
    - b. <u>Green</u> Hospital The completed green copy of the PCR shall be left at the receiving facility prior to the medic unit's departure from that facility. The only exception would be an immediate need response request prior to completion of the PCR, or in the case of a medic unit transferring a patient to a non-hospital setting such as a patient's residence, a convalescent facility, or an MRI/CT scan facility.
    - c. Yellow Peer review QA.
- 6) In cases where an ALS First Responder maintains patient care and becomes the attending paramedic: a) a Medic Unit PCR may be filled out by the First Responder paramedic and be utilized as the only PCR, or b) each paramedic may fill out their respective First Responder PCR or Medic Unit PCR. The Medic Unit PCR shall appropriately refer to the First Responder PCR for the patient's medically related information. The billing portion of the medic Unit PCR must be completed, and a copy of the completed First Responder PCR must be attached.

- 7) In the case of a First Responder transferring care to a transporting paramedic, all pertinent information shall be relayed including, but not limited to: patient history, mechanism of injury, medications normally taken, allergies, assessment findings, and treatments already performed. This information shall be documented on the PCR and be passed on to the receiving facility.
- 8) The PCR must document any and all assessments and treatments performed by the Medic Unit personnel for Inter-Facility Transfer Calls. In addition, the following items must be documented on every Inter-Facility Transfer PCR:
  - Clinical Field Impression The suspected cause of the patient's medical condition (i.e. r/o Unstable Angina)
  - Chief Complaint Phrases such as "BLS transfer" or "return transfer" is not appropriate and/or accepted
  - A Certificate of Medical Necessity signed by a physician shall be obtained. If this is not obtained, the reason for not obtaining a certificate must be documented in the narrative section of the PCR
  - The hospital admissions information sheet shall be included
- 9) For Round Trip Inter-Facility Transfers, a separate PCR for each leg of the transfer must be completed. All Inter-Facility Transfer information must be included on each PCR. However, only one Certificate of Medical Necessity signed by a physician and one hospital admissions information sheet are required for both transfers. Both items shall be included with the first leg of the Inter-Facility Transfer PCR.
- 10)For Critical Care Transfers, the PCR may state, "see nurses/doctors notes" or "see nurses/doctors chart" where appropriate. The person providing the patient care shall be identified on the PCR.
- 11)For situations where a responding Medic Unit is cancelled and an incident number is assigned to the call, a PCR is not required. However, for each cancelled call, the following information must be forwarded to the Ambulance Billing Office as per individual provider contracts:
  - Incident number
  - Medic unit ID number
  - Time call was received
  - Time responding
  - Time canceled
  - Call location
  - Reason call was canceled
  - Signature of ambulance crewmember

Return to Beginning of Policy

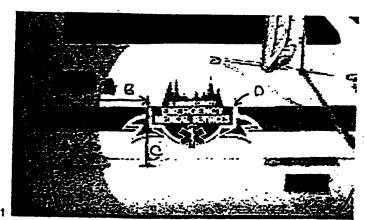
# **APPENDIX D**

# AMBULANCE VEHICLE MARKINGS

### El Dorado County EMS Agency

.Here is the information you requested on the ambulance striping. All striping is 3M brand reflective film. Green for the  $4^{\circ}$  and blue for the  $10^{\circ}$  pin-stripe.

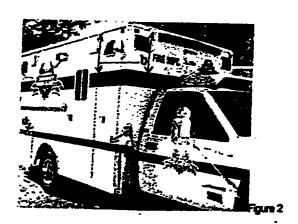
- 1. Cab: figure 1 below.
- a. (4" stripe) 4.5" up to bottom of stripe from top of recessed area on door. 12" pin-stripe capping 4" stripe both top and bottom.
- b. Decal 15  $\frac{1}{2}$  from edge of door (handle side) to edge of box on decal .
- c. Decal 10 ¾ " up from bottom of recessed area on door.
- d. 1/2" space between stripe and decal.



Figure

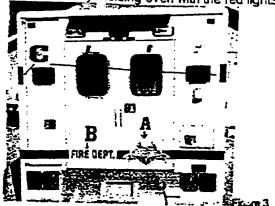
### 2. Passenger Side, Box of unit.

- a. 4" stripe starting at top of Diamond Plate, with starting point at an angle behind cab and increasing to 4" as stripe moves down side of box. This point lines up with the stripe coming off cab.
- b. 8" stripe that runs around top of box is placed 21 ¼ " below the drip rail on the top of box. It is also capped with ¼ " reflective blue pin-stripe.
- c. Decal is 35" from inside back comer molding to edge of the "box" shape on decal, and 18" from drip rail to top of "box" shape on decal. There is a 7/8 " space between decal and stripe.
- d. The word "PARAMEDIC" is 4" with a 10% italic slant, centered on utility door with a 7/8" space between edges of word and stripe.



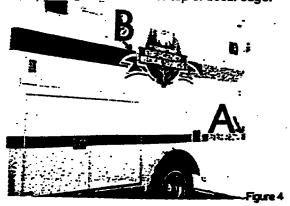
#### 3. Back of unit.

- a. Decal is centered on right door at the bottom, with the 4" stripe extending on both sides.
- b. "FIRE DEPT," in helvetica bold is centered on left door with the 4" stripe extending on both sides and a 7/8" gap between the stripe and lettering.
- c. The top 8" stripe ends at the body molding even with the red lights in height.

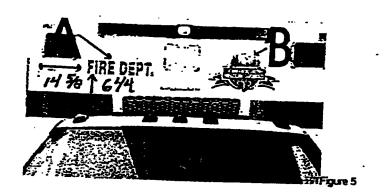


#### 4. Drivers side of box.

- a. 4" "PARAMEDIC" With 10% italic slant centered between gas door and back of box with the 4" stripe 7/8" from back and front of word.
- b. Large decal 52" from back edge of box. 18" to top of decal edge.



- 5. Top front of box.
  - a. Above passenger side, 4" "FIRE DEPT." 14 5/8" from edge of corner molding, 6 1/4" up from top of 8" stripe.
  - Above drivers side, small decal located 10" up from top of 8" stripe. 18 1/8 " from edge of corner molding.



Gilly's Super Signs

# **APPENDIX E**

# MINIMUM REQUIRED EQUIPMENT



SECTION SEVEN- EQUIPMENT

EMS Agency Medical Director

Supersedes: Policy 100.023

Effective Date: February 14, 2001

#### Link to Table of Contents

# EQUIPMENT 1 – ALS TRANSPORTING UNIT MINIMUM EQUIPMENT INVENTORY

#### **PURPOSE:**

A standardized inventory control program will ensure that effective levels of ALS equipment and medications are maintained and carried on approved ALS provider units.

#### **DEFINITION:**

Minimum Equipment Inventory means a minimum inventory of equipment and medication that is required to be carried on an approved ALS Unit. More equipment may be carried if deemed appropriated by an ALS provider.

#### **POLICY:**

The EMS Medical Director has the authority to set the minimum standard for ALS equipment and medications that are to be maintained on all ALS Units. This standard shall meet State and local policies, protocols and regulations, and shall ensure the capability to provide an ALS level of patient care. Each ALS provider shall implement a daily inventory control program to ensure that all ambulances have appropriate ALS equipment and that medications are stocked to at least the minimum level inventory required. Records of daily inventory shall be retained by the ALS provider for a minimum of twenty-four (24) months.

#### **AIRWAY / OXYGEN**

| $\square$ | QTY |             | DESCRIPTION                   |
|-----------|-----|-------------|-------------------------------|
|           | 2   | Needle Thor | racostomy Kits consisting of: |
|           |     | •           | 2 1/2" 10 -16 Gauge Catheter  |
|           |     | •           | 10 cc Syringe                 |
|           |     | •           | One Way Valve                 |
|           |     | •           | Alcohol Prep                  |
|           |     | •           | Betadine Swab                 |
|           |     | •           | Tape                          |
|           |     |             |                               |

| 2      | Needle Cricothyroidotomy Kits consisting of:  |
|--------|---|
|        | 10 Gauge 3" Catheter (adults)   |
|        | • 14 Gauge 2 1/4" Catheter (Pediatrics <5 yrs)  |
|        | 3cc Syringe   |
|        | 2cc of Normal Saline  |
|        | Betadine Swab  Tage  Tage |
|        | Tape  ET Hub  |
|        | • Flex Tube   |
|        | ET adapter  |
| 1      | Main Oxygen Tank w/ 2 Flow Meters (Minimum oxygen level of 750 PSI)   |
| 2      | Portable Oxygen Tanks (Minimum oxygen level of 1000 PSI)  |
| 1      | Portable Oxygen Regulator w/N2O2 Adapter  |
| 2      | Adult BVM w/Mask &O2 Supply Tubing  |
| 2      | Child BVM w/Mask & O2 Supply Tubing   |
| 2      | Infant BVM w/Mask & O2 Supply Tubing  |
| 6      | Adult Nasal Cannulas  |
| 2      | Pediatric Nasal Cannulas  |
| 4      | Adult Non-Re-Breather Masks   |
| 3      | Pediatric Non-Re-Breather Masks   |
| 4      | Nebulizers for Inhaled Meds   |
| 2      | Nebulizer Mask (optional if non-re-breather mask can be converted to nebulizer mask)  |
| 2      | Nebulizer BVM Adapters  |
| 2 each | Oropharyngeal Airways Sizes #1 thru #6  |
| 2 each | Nasopharyngeal Airways Sizes 20 FR – 36FR   |
| 2 each | Uncuffed Endotracheal Tubes Sizes 2.5 – 5.5   |
| 2 each | Cuffed Endotracheal Tubes Sizes 6.0 – 9.0   |
| 2      | Adult Laryngoscope Handles/ or 1 large and 1 small handle (minimum 2)   |
| 1      | Pediatric Laryngoscope Handle (optional)  |
| 1 set  | Laryngoscope Blades (Straight and Curved)   |
| 3      | Adult Stylets   |
| 3      | Pediatric Stylets   |
| 4      | ET Tube Securing Devices  |
| 2      | Adult Magil Forceps   |
| 2      | Pediatric Magil Forceps   |
| 2      | Spare Laryngoscope Batteries (C and/or AA cell)   |
| 2 each | Spare Laryngoscope Bulbs (Large and/or Small)   |
| 8      | Water Soluble Lubricating Jelly   |
| 2      | BAAM Devices  |
| 3      | End Tidal CO2 Detectors Adult   |
| 3      | End Tidal CO2 Detectors Pediatric   |
| 1      | Pulse Oximeter  |

| 1 | Spare SPO2 Sensor                  |  |
|---|------------------------------------|--|
| 2 | Pedi Pulse Oximetry Sensors        |  |
| 1 | Nitrous Delivery System            |  |
| 1 | Nitrous Administration Mask        |  |
| 5 | Nitrous Administration Mouthpieces |  |
| 1 | Nitrous Scavenger System           |  |

### SUCTION

| 1 | On Board Suction Unit                  |
|---|--|
| 1 | Battery Operated Portable Suction Unit |
| 3 | Spare Suction Canisters/Bags W/ Lids   |
| 3 | Suction Connecting Tubing              |
| 3 | Yankauer/Tonsil Tip Catheters          |
| 2 | #14 French Suction Catheters           |
| 2 | #16 French Suction Catheters           |
| 1 | Meconium Aspirator                     |
| 1 | Bulb Syringe                           |
| 2 | #8 French Pediatric Feeding Tubes      |
| 2 | #12 French Salem Sump NG Tube          |
| 2 | #16 French Salem Sump NG Tube          |
| 2 | #10 French Suction Catheters           |

### **EKG**

| 1       | Monitor/Defibrillator w/Pacing   |
|---------|--|
| 1 set   | Defibrillator Paddles  |
| 1 set   | Pediatric Defibrillator Paddles (Life Pak Only)                        |
| 2       | ECG Leads  |
| 2 rolls | Spare ECG Paper  |
| 8 sets  | Adult Electrodes   |
| 4 sets  | Pediatric Electrodes   |
| 2       | ECG Pacing Pads  |
| 2-3     | 2 Spare Monitor Batteries (Zoll)/ 3 Spare Monitor Batteries (Life Pak) |
| 2       | Defibrillation Gel/Gel Pads  |
| 3       | Hands-Off Defibrillation Pads  |

### IV

| 8 | Normal Saline IV Solutions 1000cc   |  |
|---|-------------------------------------|--|
| 6 | IV Administration Sets (Macro-Drip) |  |
| 3 | IV Administration Sets (Micro-Drip) |  |
| 2 | IV Administration Sets (Blood Y)    |  |

|   | 2       | Dial-A-Flows                                    |
|---|---------|---|
|   | 2       | 3 Way Valve w/Extensions                        |
|   | 4 sets  | Blood Tubes                                     |
|   | 4       | Vacutainer Barrels                              |
|   | 8       | Vacutainer Luer Adapters                        |
| - | 1       | Blood Glucose Monitor                           |
|   | 5       | Glucose Monitor Test Strips                     |
|   | 8       | Lancets   |
|   | 30      | Isopropyl Alcohol Preps                         |
|   | 10      | Betadine Pads                                   |
|   | 4       | Prep Razors                                     |
|   | 4       | Penrose Drains                                  |
|   | 4 rolls | Transpore Tape 1"                               |
|   | 10      | Sterile IV Site Covers                          |
|   | 6       | 14 ga. IV Catheters                             |
|   | 6       | 16 ga. IV Catheters                             |
|   | 8       | 18 ga. IV Catheters 1.25"                       |
|   | 8       | 20 ga. IV Catheters 1.25"                       |
|   | 4       | 22 ga. IV Catheters 1.25"                       |
|   | 4       | 24 ga. IV Catheters 1.25"                       |
|   | 1       | 23 ga. Butterfly Catheter                       |
|   | 1       | 25 ga. Butterfly Catheter                       |
|   | 2       | I.O. Needles                                    |
|   | 4       | Twin Catheters (optional)                       |
|   | 5       | 1cc Syringes w/Insulin Needle                   |
|   | 5       | 3cc Syringes                                    |
|   | 6       | 5cc Syringes                                    |
|   | 8       | 10cc Syringes                                   |
|   | 3       | 20cc Syringes                                   |
|   | 1       | 60cc Syringes                                   |
|   | 5       | Transfer or Injection Needles in Assorted Sizes |
|   | 5       | Filter Needles in Assorted Sizes                |

## **MEDICATIONS**

| 50 G.     | Activated Charcoal (without Sorbitol) |  |
|-----------|---------------------------------------|--|
| 30 mg.    | Adenocard                             |  |
| 15 mg.    | Albuterol Sulfate                     |  |
| 4 tablets | Aspirin (Chewable 80mg)               |  |
| 6 mg.     | Atropine Sulfate/1mg. Pre-Load        |  |
| 8 mg.     | Atropine Sulfate/8mg. Vial            |  |
| 2 G.      | Calcium Chloride 10%/1 G. Pre-Load    |  |
| 75 G.     | 50%Dextrose/25 G. Pre-Load            |  |

| 200 mg.     | Diphenhydramine                                   |
|-------------|---|
| 800 mg.     | Dopamine  |
| 10 mg.      | Epinephrine 1:10,000 Pre-Load Syringes 1 mg/10 ml |
| 60 mg.      | Epinephrine 1:1000 Multi-Dose Vial (30ml)         |
| 20 mg.      | Versed  |
| 5           | Medication Labels                                 |
| 1           | Medication Drip Charts                            |
| 160 mg.     | Furosemide  |
| 2 mg.       | Glucagon  |
| 6           | Inhalation Solution In 5ml Acorns/Pillows         |
| 8 G.        | Lidocaine HCI 2%/100 mg. Pre-Load                 |
| 60 ml.      | Lidocaine Viscous 2%/15 ml.                       |
| 500 ml      | Lidocaine 0.4% in D5W                             |
| 20 ml       | Lidocaine 1% w/Epinephrine 1:100,000              |
| 4 G.*       | Magnesium Sulfate                                 |
| 30 mg.      | Morphine Sulfate                                  |
| 8 mg.       | Narcan  |
| 2 bottles   | Nitrolingual Spray                                |
| 2 cylinders | Nitronox  |
| 50 G.       | Oral Glucose                                      |
| 20 units    | Pitocin   |
| 150 mEq.    | Sodium Bicarbonate/50 mEq. Pre-Load               |
| 2 mg.       | Terbutaline                                       |

### TRAUMA

|          |           | 2000 cc Sterile Irrigation Solution |
|----------|-----------|-------------------------------------|
|          |           | • 2 - 15"x20" Dressings             |
|          |           | • 2 - 12"x15" Dressings             |
|          |           | • 2 - 12'x 12" Dressings            |
|          |           | 2 - Sheets                          |
|          |           | 1 - Face Mask                       |
|          | 1         | Burn Kit consisting of:             |
|          | 4 rolls   | Cloth Tape 2"                       |
|          | 1 box     | Adhesive Bandages                   |
| <u> </u> | 2         | Petroleum Gauze                     |
| <u> </u> | 4         | Multi Trauma Dressings              |
| <u> </u> | 10        | Combine Dressings 5" x 9"           |
| <u> </u> | 10        | Roller Gauze 4.5"                   |
| <u> </u> | Approx 50 | Non-Sterile 4x4 Dressings           |
| -        | 10        | Sterile 4x4 Dressings               |

| 2       | Trauma Shears  |
|---------|--|
| 4 each  | Hot Packs / Cold Packs                                 |
| 2000 ml | Sterile Irrigation Solution                            |
| 2       | Backboards   |
| 1       | Scoop  |
| 6       | Adult Cervical Collars of appropriately assorted sizes |
| 1 each  | Pediatric Cervical Collars (Infant/Child)              |
| 4 each  | Head Immobilizers or Towel Rolls                       |
| 2 sets  | Backboard Straps                                       |
| 1       | KED  |
| 2       | Sam Splints  |
| 2       | Cardboard Arm Splints                                  |
| 2       | Cardboard Leg Splints                                  |
| 1       | Adult Traction Splint                                  |

## **INFECTION CONTROL**

| 4             | Hepa Masks                     |
|---------------|--------------------------------|
| 4             | Particle Masks                 |
| 2             | Disposable Gowns               |
| 4             | Sleeves                        |
| 1 bottle      | Hand Cleaner                   |
| 2             | Sharps Containers              |
| 3             | Protective Eye Glasses         |
| 1 bottle      | Disinfectant Spray             |
| 4             | Small Bio-Hazard Bags          |
| 3             | Large Bio-Hazard Bags          |
| 1 box of each | Protective Gloves Medium/Large |

## **MISCELLANEOUS**

| 1      | OB Kit                 |
|--------|------------------------|
| 2      | Penlights              |
| 2      | Blankets               |
| 6      | Sheets                 |
| 2      | Pillows                |
| 4      | Pillow Cases           |
| 1      | Rain Cover             |
| 2      | Emergency/CHP Blankets |
| 4      | Emesis Basins          |
| 1      | Bedpan                 |
| 1      | Urinal                 |
| 2 sets | Soft Restraints        |

| 1  | Med Net Radio                   |
|----|---------------------------------|
| 1  | Stuffed Animal                  |
| 1  | MCI Triage Kit                  |
| 1  | Clipboard                       |
| 1  | Patient Care Protocols          |
| 10 | PCR Forms                       |
| 4  | PCR Continuation Forms          |
| 1  | Broselow Tape                   |
| 1  | Ring Cutter                     |
| 1  | Child Car Seat/Restraint System |

Return to Beginning of Policy

# **APPENDIX F**

# **CONTINGENT LEASE AGREEMENT**

#### THE STATE OF CALIFORNIA

COUNTY OF EL DORADO

#### CONTINGENT LEASE AGREEMENT

THIS CONTINGENT LEASE AGREEMENT ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2001, between the COUNTY OF EL DORADO, a political subdivision of the State of California, ("Lessee"), and CALIFORNIA TAHOE EMERGENCY SERVICES OPERATIONS AUTHORITY, hereafter referred to as "Lessor" or "Contractor".

- WHEREAS, Lessor and Lessee have entered into a Contract for
  ambulance services ("Contract"), which is
  incorporated herein for all purposes, which
  contemplates that the parties would enter into a
  mutually agreed upon arrangement to facilitate
  Lessee's "step-in rights" as described in the
  Contract; and
- whereas, in the event of "step-in", Lessor desires to lease certain ambulances and certain items of equipment (collectively "Equipment") specified on Attachment "A" attached hereto and incorporated herein for all purposes, to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions 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 step-in 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 Schedule "A".

- 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 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.
- Agreement shall be contingent and "Step-In 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 has occurred and Lessee's "step-in rights" or "performance rights" are activated in accordance with the Contract. Once "step-in 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 "step-in" 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.
- Rent, Lease Term and Renewal. Upon Lessee exercising 4. 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 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 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 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. 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. 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.

Purchase Option. In the event Lessee has exercised its 7. 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 Lessees 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 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 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 if the other than its interest as a Lessee shall, at its expense, protect and lessee. 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 liability, loss damage or expense arising in connection with any of the foregoing.
- 9. The Equipment set out in Attachment "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 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 Lessee's or Lessee'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, 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. Permitted Alterations not removed by Lessee prior to the return of such Equipment to Lessor or Lessor's assignee, and all Required Alterations, immediately without further action become the property of Lessor or Lessor's assignee and part of such Equipment for all purposes of this Agreement. than as provided in this Section hereof, Lessee may make no alterations to any of the Equipment. 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 Arlington 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 this section of this Contingent Lease Agreement entitled "Return" hereof.

- 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 "step-in", 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 agrees 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.

- 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. Lessee shall bear all risk of loss, 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 in Contingent Lease Agreement entitled "Return". 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, connection with any event occurring prior to such Equipment's return in accordance with paragraph in Contingent Lease Agreement entitled "Return". event shall Lessee's liability with respect to the Equipment exceed the fair market value of 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 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 poricy 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 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 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.

- 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. <u>Information</u>. 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.
- 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.
- Miscellaneous. No term or provision of this Agreement 28. may he 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. 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 binding upon and inure to the benefit of the successors and assigns of the parties. This Agreement, 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.

| this  | IN WITNESS WHEREOF, the parties hereto Contract as of the day and year first wri | have executed tten above. |
|-------|--|---------------------------|
| LESS  | OR / CONTRACTOR  |                           |
| By: _ | Date: Date: Dave Huber, Chairman California Tahoe Emergency Services Opera       | tions                     |
|       | Authority Board of Directors . ATTEST:   |                           |
|       | By: Corporate Secretary  | Date:                     |
| LESSE | ΣE   |                           |
|       | Date:  |                           |
|       | ATTEST:<br>Dixie L. Foote, Clerk   |                           |
|       | By: Deputy Clerk   | Date:                     |

#### ATTACHMENT A LEASED AMBULANCES AND EQUIPMENT

# **APPENDIX G**

SAMPLE
ALS SERVICES AGREEMENT
with
CAL TAHOE MEMBER AGENCY

# Appendix G

# SAMPLE TRANSPORTING AND NON-TRANSPORTING ADVANCED LIFE SUPPORT SERVICES AGREEMENT BETWEEN CAL TAHOE AND MEMBER AGENCY

THIS AGREEMENT made and entered into by and between the California Tahoe Emergency Services Operations Authority (hereinafter referred to as "CAL TAHOE"), and

(hereinafter referred to as "Member Agency"), whose principal place of business is

#### RECITALS

WHEREAS, CAL TAHOE is responsible for providing Advanced Life Support (ALS) prehospital medical care within its jurisdiction, in compliance with the Contract for Prehospital Advanced Life Support and Dispatch Services with the County of El Dorado; and

WHEREAS, Member Agency desires to provide Advanced Life Support prehospital medical care services in El Dorado County; and

WHEREAS, Member Agency may also desire to provide Advanced Life Support emergency medical services, be it for an emergency, at a special event, or routine medical transportation; and

WHEREAS, this Agreement is developed in compliance with the Contract for Prehospital Advanced Life Support and Dispatch Services with the County of El Dorado; and

WHEREAS, Member Agency agrees 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 100173; the County Emergency Medical Service and Medical Transportation Ordinance; the Contract for Prehospital Advanced Life Support and Dispatch Services with the County of El Dorado; 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; and

WHEREAS, the El Dorado County EMS Agency Medical Director, through the County EMS Agency, and as defined in the Contract for Prehospital Advanced Life Support and Dispatch Services with the County of El Dorado, has the authority to develop overall plans, policies, and medical standards to ensure that effective levels of ALS care are maintained within the COUNTY; and that the Medical Director has the exclusive authority for establishing the required equipment, medication inventories, and medical protocols; and

WHEREAS, the El Dorado County EMS Agency Medical Director shall have retrospective, concurrent, and prospective medical control including access to all information pertinent to data collection, evaluation and analysis,

CAL TAHOE and Member Agency mutually agree as follows:

#### **SECTION I - DEFINITIONS**

The following terms and definitions apply to this Agreement:

- 1. Advanced Life Support (ALS) means special services designed to provide definitive prehospital emergency medical care, including, but not limited to cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital or as otherwise defined by the Federal Health Care Finance Administration.
- 2. Ambulance means a vehicle that is specially constructed, modified or equipped, and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons. In the case of vehicles owned and operated by public agencies, ambulance must meet the same standards for construction, identification, mechanical integrity, equipment and supplies as required of private agencies by the California Highway Patrol.
- 3. <u>Arrival at the Scene</u> means the time that an emergency response vehicle comes to a physical stop at an emergency scene (wheels stopped).
- 4. County means County of El Dorado, the political subdivision of the State of California. The Public Health Department through its local County EMS Agency is responsible for the direct oversight of prehospital emergency and non-emergency medical care in El Dorado County.
- 5. 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.
- 6. Emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel, a public safety agency, or may reasonably be perceived by any prudent lay person; any sudden or serious illness or injury requiring immediate medical or psychiatric attention under such circumstances in which a delay in providing such services may aggravate the medical condition or cause the loss of life or an unknown situation; furthermore, any case declared to be an emergency by a physician.

- 7. <u>Emergency Medical Response</u> 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.
- 8. Emergency Medical Service and Medical Transportation Ordinance means an ordinance adopted by the El Dorado County Board of Supervisors that sets the standards and/or definitions for emergency medical services and medical transport; personnel and training requirements; equipment and supply requirements; response times; communication requirements; and medical transportation service requirements. It empowers the El Dorado County Emergency Medical Services Agency through the County Public Health Department to issue permits to litter van and wheelchair van transport services, and enter into contracts with ambulance entities; monitor performance; enforce standards, if necessary; and act in an impartial manner as an arbitrator in matters of citizen complaints.
- 9. <u>Emergency Medical Services (EMS)</u> means the medical services provided in an emergency.
- 10. <u>Emergency Medical Services Agency (EMS Agency)</u> means the administrative agency designated through the Public Health Department by the El Dorado County Board of Supervisors pursuant to Health and Safety Code, Section 1797.200.
- 11. <u>Emergency Medical Services Aircraft (EMS Aircraft)</u> 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.
- 12. Emergency Medical Technician-I or EMT-I means an individual trained in all facets of basic life support (as defined in Health and Safety Code Section 1797.60) according to standards prescribed in the California Code of Regulations, Title 22, Chapter 2, and who has a valid State of California certificate. This definition includes EMT-I-NA and EMT-IA.
- 13. Emergency Medical Technician-Paramedic or EMT-P means an individual who is educated and trained in all elements of prehospital Advanced Life Support; whose scope of practice is to provide Advanced Life Support in accordance with the standards prescribed in the California Code of Regulations, Title 22, Chapter 4; and who has a valid State paramedic license. Paramedics working in El Dorado must additionally be accredited according to standards established by the County EMS Agency Medical Director.
- 14. Medical Director means the medical director of the County EMS Agency.
- 15. 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.
- 16. 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.
- 17. Physician means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.
- 18. <u>Prehospital Care Report (PCR)</u> means the form approved by the County EMS Agency for the purpose of documenting all patient care provided in El Dorado County and shall also include all required billing information.
- 19. <u>Primary Response Area</u> means a geographical area designated by the County as an emergency medical services zone.
- 20. Registered Nurse means an individual licensed by the State of California Board of Registered Nursing. (Note: Nurses originating from the state of Nevada who provide emergency medical transportation services across the California-Nevada border shall be licensed by the Nevada State Board of Nursing.)
- 21. Response Time means the time interval from the moment that the ambulance or medical transportation entity is first made aware of the call back number, the address of the patient or passenger, and in the case of ambulance request the presumptive patient condition as defined by EMD, and in the case of medical transportation the requested level of service, until the arrival at the scene of the emergency or pickup point, which is the time that an ambulance or medical transportation vehicle comes to a physical stop at the scene (wheels stopped).
- 22. 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.
- 23. <u>Utilization Ratio</u> means a measure of productivity. The unit hour utilization ratio is calculated by dividing the number of transports during a given period by the number of unit hours produced during the same period.
- 24. <u>Unit Hour</u> means a fully staffed, equipped, and available ambulance available for or involved in emergency medical response for one hour. For example, if a system operates one unit for 24 hours and transports 12 patients in that period, its unit hour utilization ratio would be 0.50.

### SECTION II - SCOPE OF SERVICES

Member Agency agrees to provide full service Prehospital Advanced Life Support Services as described in this Agreement, and the terms and conditions of the El Dorado County Emergency Medical Service and Medical Transportation Ordinance. In the performance of its obligation hereunder, it is agreed that the Member Agency is subject to the medical control of the El Dorado County EMS Agency Medical Director, and to the control or direction of CAL TAHOE.

- Member Agency shall provide prehospital Advanced Life Support service response on a continuous twenty-four (24) hour per day basis, unless otherwise specified by the County EMS Agency, in which case there shall be adequate justification for the exemption, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 5, Section 100173(b) (1). Part-Time Advanced Life Support (PTALS) providers are exempt from this provision.
- 2. Member Agency 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 El Dorado County Emergency Medical Service and Medical Transportation Ordinance, the El Dorado County EMS Agency Policies, Procedures and Field Treatment Protocols, and any other applicable statute, ordinance, and resolution regulating Advanced Life Support services provided under this Agreement, including but not by way of limitation, personnel, vehicles, equipment, services, and supplies which are the subject of this Agreement. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.
- 3. This Agreement is for prehospital Advanced Life Support services provided in the primary response area of El Dorado County known as County Service Area No. 3 South Shore Area, and a part of Alpine County, except for the "Tahoe West Shore Zone of Benefit" in El Dorado County. Member Agency shall be responsible for providing prehospital Advanced Life Support services for all emergency requests for ALS service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.
- 4. Member Agency shall ensure that personnel shall be familiar with local geography throughout the primary response area.

# Article I - Standards of Service for Prehospital ALS

- Member Agency shall respond to requests for emergency medical services from the designated dispatch center.
- Member Agency shall not cause or allow its ALS units to respond to a location without receiving a specific request from the designated Dispatch Center for such service at that location.

- 3. Member Agency shall immediately respond to requests for emergency medical service to the address or place given and shall complete that run, unless diverted by the designated Dispatch Center.
  - Member Agency shall promptly respond an ALS unit to the emergency call and shall complete that run, unless diverted by the designated Dispatch Center pursuant to CAL TAHOE's System Status Management Plan.
- 4. <u>In the case of scheduled ambulance service</u>, Member Agency shall 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 CAL TAHOE's System Status Management Plan.
- 5. In the case of ambulance service, ambulances shall notify the designated dispatch center when enroute, upon arrival at scene, upon arrival at patient, upon departure from scene, upon arrival at hospital, and upon departure from hospital. Ambulances shall notify the designated dispatch center when they are committed to a call, out of service, or when any other status change occurs.
  - In the case of ALS first responder, the first responder shall notify the designated dispatch center when enroute, upon arrival at scene, upon arrival at patient, upon departure from scene, and shall notify the designated dispatch center when they are committed to a call, out of service, or when any other status change occurs.
- 6. In the case of ambulance service, ambulances shall notify the base hospital and give a report on patient status, treatment given, and estimated time of arrival. Member Agency 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.
- 7. In the event that Member Agency is unable to respond to a request for emergency medical service, the Member Agency shall immediately notify the designated Dispatch Center. When all vehicles in service are committed, mutual aid request provisions shall be followed.
- 8. Member Agency shall not advertise itself or the responding unit as providing advanced life support services unless routinely providing advanced life support services on a continuous twenty-four (24) hour-per-day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 5.
- 9. Part-Time ALS (PTALS) units that meet all ALS service requirements except the provision that the service be available on a 24-hour per day basis may provide part-time service, if the County EMS Agency allows the service to be exempt from this requirement. For this level of service, the service may not advertise itself as being an approved ALS service, and they may only respond to ALS calls at such times as the staffing and equipment meet ALS standards.

- 10. <u>In the case of emergency ambulance responses</u>, Member Agency shall meet the maximum response times as established in the Prehospital Advanced Life Support and Dispatch Services Contract between El Dorado County and CAL TAHOE.
- 11. Member Agency shall implement said ALS emergency medical services as a part of CAL TAHOE's response system within the Primary Response Area, and adhere to a System Status Management Plan developed by CAL TAHOE at all times during the term of this Agreement.

#### **Article II - System Designations**

- 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 CSA No. 3 (CSA #3) South Shore Area is Barton Memorial Hospital.
- 2. The designated Dispatch Center for CSA No. 3 is the City of South Lake Tahoe Dispatch Center. CAL TAHOE shall respond to requests for prehospital Advanced Life Support services from the designated Dispatch Center.

#### **Article III – Personnel Requirements**

- 1. Member Agency shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Member Agency shall ensure that EMT-1 personnel are certified in El Dorado County. Personnel whose certification/accreditation has lapsed shall not be allowed to provide prehospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation. Member Agency 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, Member Agency shall provide a copy of such records of certification and/or accreditation to CAL TAHOF.
- 2. Member Agency shall ensure that all personnel will be physically and mentally fit to serve in the prehospital care capacity. No intoxicating substance shall be used while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.
- 3. <u>In the case of ambulance service</u>, Member Agency shall maintain a minimum staffing level of not less than one (1) EMT-1 and one (1) Paramedic.
- 4. In the case of Critical Care Transport (CCT) Ambulance, each CCT ambulance shall be staffed with a minimum of one EMT-1 and one registered nurse qualified at the appropriate level or a physician to provide critical care during transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.

- In the case of First Responder ALS, Member Agency shall maintain a minimum staffing level of not less than one (1) CAL TAHOE Paramedic.
- 5. Member Agency shall ensure that the medical certification and/or accreditation level of all personnel be clearly displayed. Said identification shall be worn as deemed operationally necessary.
- 6. In the case of ambulance service, Member Agency shall ensure that a crew or individual is not being constantly overworked. Overwork is defined as: working an individual in excess of any consecutive hours which may impair patient care, and not allowing an individual at least twelve (12) hours off, immediately following three (3) 24-hour periods worked. Any exceptions due to extenuating circumstances will be reported in writing within 72 hours to CAL TAHOE who may be required to revise its System Status Management Plan, deployment plan, crew hours or additional hours.
- 7. In the case of ambulance service, the maximum unit hour utilization (UHU) for 24-hour ambulance transport unit crews shall not exceed 0.40 continuously without County approval. County shall review CAL TAHOE's System Status Management Plan any time the ratio of transports to unit-hour production exceeds 0.40 UHU.
- 8. Member Agency shall maintain good working relationships with fire agencies; law enforcement; base hospitals; County EMS Agency; and City and County staff. The conduct of personnel must be professional and courteous at all times.
- 9. Member Agency shall provide safe and sanitary living quarters for on-duty personnel.

# Article IV - Equal Opportunity Employer

Member Agency 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 Member Agency that all employees 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 will 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., are also administered without discrimination. Equal employment opportunity will be promoted through a continual and progressive EEOP. The objective of an EEOP is to ensure nondiscrimination in employment and, wherever possible, to actively recruit and include for consideration for employment minorities, women and the physically handicapped.

#### Article V - Training Requirements

- Member Agency shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. Member Agency shall provide to the County EMS Agency specific records upon request.
- 2. Member Agency 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 provider.
- 3. Member Agency 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. CAL TAHOE 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.

# **Article VI – Community Education**

Member Agency shall participate in providing community education on 9-1-1 system access, CPR and first aid, and shall utilize community organizations to support and enhance local community efforts in providing public education.

# Article VII - Quality Improvement/Quality Assurance

- 1. Member Agency shall have and maintain a comprehensive internal medical and operational quality assurance program. This program shall, at a minimum, monitor and evaluate the prehospital Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by CAL TAHOE.
- 2. Member Agency shall participate in assigned CAL TAHOE quality improvement/ quality assurance activities, and shall appoint appropriate personnel to serve on prehospital and disaster committees, as needed. These committees and/or activities shall include, but are not limited to, Continuous Quality Improvement Committee (CQIC), Medical Advisory Committee (MAC), peer review, post incident critiques, and other related activities and committees.
- 3. Member Agency shall cooperate fully in supplying all requested documentation to CAL TAHOE, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the COUNTY.
- 4. Member Agency shall allow inspections, site visits or ride-alongs at any time by CAL TAHOE and County EMS Agency staff, with or without notice, for purposes of CAL TAHOE contract compliance and medical quality assurance.

#### Article VIII - Mutual Aid Requests

- 1. Mutual aid response shall be performed in accordance with approved cover and mutual aid agreements. In the course of rendering such services, Member Agency shall be exempt from the maximum response time standards. Member Agency 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 Member Agency to respond ALS vehicles into a response area other than that assigned in this Agreement. Whenever Member Agency personnel receive a request for service in another area, Member Agency personnel shall immediately respond an ALS vehicle as directed. If, due to prior or concurrent commitments of on-line units, the Member Agency personnel are unable to respond in a timely manner, the requesting agency shall be notified immediately. If the requesting agency's urgency is such that it would be appropriate to call up staffing of a backup unit, the Member Agency shall initiate such call-up.

# Article IX - Disaster/Multicasualty Incident Requirements

- Member Agency shall cooperate with CAL TAHOE in establishing disaster and multicasualty incident plans, policies and procedures; and assist in planning and participate in interagency disaster/multicasualty incident training exercises annually.
- 2. During declared disasters or large-scale multicasualty incidents, Member Agency shall be exempt from all responsibilities for response-time performance until notified by CAL TAHOE. When the Member Agency is notified that disaster assistance is no longer required, the Member Agency shall return all its resources to the primary area of responsibility, and shall resume all operations in a timely manner.
- 3. During the course of a disaster or large-scale multicasualty incident, Member Agency shall use best efforts to provide Priority 1, Priority 2, and Priority 3 service coverage to the assigned Primary Response Area while suspending Priority 4, 5, and 6 service upon notification of such by CAL TAHOE.

# **Article X – Drugs and Medical Supplies**

Member Agency shall possess and agree to maintain adequate drug and solution inventory, drugs, and supplies in compliance with the El Dorado County EMS Agency Policy and Procedure Manual.

# Article XI - ALS Medical Equipment

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 Member Agency's facility. Member Agency shall be charged with

- knowledge of that Policy. The policy shall be updated from time to time as determined necessary by the County EMS Agency.
- 2. 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.
- Upon inspection by the COUNTY, any primary or backup ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is corrected. Upon inspection by the COUNTY, any Advanced Life Support vehicles other than ambulance failing to meet these medical emergency requirements shall immediately discontinue providing advance life support services until all deficiencies are corrected. At the time when a reserve ambulance unit is used to provide the services required by this Agreement, the unit shall comply with all Equipment Requirements as specified in this Agreement.

# Article XII - Communications Equipment

Member Agency shall possess and agree to utilize exclusively and maintain two-way communication equipment that is compatible with COUNTY approved dispatch, designated Base Station facilities and all EMS users. Communication capabilities and use of frequencies will be monitored by CAL TAHOE and the County EMS Agency. (No private medical transportation/ambulance system telephone access number shall exist for emergency dispatch.)

# **SECTION III - DATA COLLECTION AND REPORTING REQUIREMENTS**

Member Agency shall submit reports and data to CAL TAHOE in a form and manner approved by CAL TAHOE. The articles hereinafter detail reporting requirements and timetables, which are intended to be mandatory and exemplary but not intended to be all-inclusive.

Member Agency shall be responsible to ensure that all information is provided to CAL TAHOE in a timely manner as indicated throughout this Agreement.

# Article I - Patient Care Report

- Member Agency personnel shall utilize the El Dorado County "Prehospital Care Report" (PCR) for all emergency and non-emergency responses including nontransports.
- 2. The Prehospital Care Report and billing paperwork shall be submitted to COUNTY according to the time frames established in writing by Ambulance Billing as required by El Dorado County EMS Policy: "Documentation 2 Medic Unit Prehospital Care Report Form".

- 3. In the case of ALS first responder where the first responder maintains patient care and rides in the ambulance, one of the following documentation options shall be utilized: a) a PCR may be filled out by the first responder paramedic and be utilized as the only PCR for that patient; or, b) the first responder paramedic completes a first responder PCR, and the ambulance paramedic completes a separate PCR. The ambulance PCR may refer to the first responder PCR by writing "See First Responder PCR" where appropriate.
- 4. 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.
- 5. In the case of ALS first responder where the first responder report is not completed prior to the ambulance leaving the scene, the first responder shall complete this report within 24 hours and follow the distribution instructions as defined in the El Dorado County EMS documentation policy. If any portion of the incomplete PCR is passed on to the transporting unit, it shall not be considered an official document.
- 6. Member Agency 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, Member Agency shall remain responsible to obtain the required information and submit it to COUNTY. Member Agency personnel shall adhere to the requirements of the El Dorado County EMS Policy: "Documentation 2 Medic Unit Prehospital Care Report Form".
- 7. Ambulance Billing shall notify the Member Agency management of failure to adequately complete a PCR. Repeated failures to adequately complete the PCR shall be reported to the JPA, and the JPA shall take the necessary action to correct the omission/error situation. Ambulance Billing personnel shall provide reports no less than monthly to the JPA to help identify personnel in need of additional training.
- 8. Upon receipt of notification from Ambulance Billing of missing or incomplete items of billing or patient care information, the JPA shall have five calendar days in which to furnish the required information to Ambulance Billing. This reporting timeline may be adjusted by the County EMS Agency Administrator according to the sensitivity and urgency of required information.

#### Article II - Incident Report

Member Agency shall furnish its personnel with Incident Report forms, and shall ensure that its personnel understand and utilize such forms. Member Agency shall notify CAL TAHOE within 24 hours if a sentinel event occurs, i.e., injury to patient, crew or public, or violent or high profile incident. Member Agency may also provide notification and Incident Forms to the El Dorado County EMS Agency.

#### 1. Mutual Aid Received or Provided

Member Agency 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 on an Incident Report Form. 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.

#### 2. Unusual Activities

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

# 3. Vehicle Failure and Accident Reporting

Member Agency shall document vehicle failure above and beyond usual scheduled maintenance and repairs and ambulance vehicle accidents that could potentially have a detrimental effect on patient care issues.

# **Article III - Ambulance Response Time Report**

- 1. Member Agency shall submit a monthly report to CAL TAHOE on all emergency medical response times. Such report shall include data identifying the Incident Number, Date, Unit Number, Response Mode (Priority 1, 2 & 3), and the following times: Time of Dispatch, Arrival at Scene, Depart Scene, and Arrival at Hospital. Emergency medical response time data shall be provided as a computerized report on diskette in tab-delineated format.
- 2. 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) Member Agency shall submit a Response Time Exception Report to CAL TAHOE. 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 CAL TAHOE for the previous calendar month of service on a monthly basis.

#### SECTION IV - CONTRACT REQUIREMENTS

#### Article I - Operational Policies

Member Agency shall be responsible to comply with all operational policies and standards currently articulated in this Agreement; CAL TAHOE's Policy and Procedure Manual; the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; policies and procedures promulgated by the California Emergency Medical Services Authority, and by the El Dorado County Emergency Medical Services Agency.

#### **Article II - Non-Competition**

Member Agency, or any principal of Member Agency, 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 Agreement

#### Article III - Billing for Services

Parties receiving emergency medical transport services from Member Agency shall be billed by County Ambulance Billing for said services.

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

#### Article IV - Term

This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions in Article VI of this section. This Agreement will be reviewed by May 31 of each year for continuation of service.

# **Article V - Compensation for Services**

(TO BE DETERMINED BY CAL TAHOE)

# Article VI – 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 approved by the duly authorized boards and fully executed by duly authorized officers of the parties hereto.

This Agreement is subject to termination by mutual agreement, initiated by either party, for any reason during the term of the Agreement. Termination of this Agreement may be initiated by providing written notice to the other party of intent to cancel at least 30 days prior to termination date.

CAL TAHOE may deny, suspend or revoke this Agreement for failure of the Member Agency to comply with this Agreement, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance; or applicable policies, procedures and regulations promulgated by the State of California or by the El Dorado County EMS Agency.

# Article VII - Assignment and Delegation

CAL TAHOE engages Member Agency for Member Agency's unique qualifications and skills as well as those of Member Agency's personnel. Member Agency 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 CAL TAHOE.

# Article VIII - Independent Provider Liability

Member Agency 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. Member Agency exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Member Agency shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. CAL TAHOE shall not be charged with responsibility of preventing risk to the Member Agency or its employees.

# Article IX - Nondiscrimination in Services, Benefits, and Facilities

- A. Member Agency certifies under the laws of the State of California that Member Agency shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 129000 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.
- B. For the purpose of this Agreement, discriminations on the basis of race, color, creed, national origin, sex, age, or physical or mental disability include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a

participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.

#### Article X - Notice to Parties

All notices to be given by the parties hereto shall be in writing and sent postage prepaid by registered mail. Notices to Member Agency shall be addressed as follows, or to such other location as either party directs:

| CAL TAHOE | Member Agency |
|-----------|---------------|
| •         |               |
| Attn:     | Attn:         |
|           | Au            |

#### Article XI - Indemnity

To the fullest extent of the law, Member Agency shall defend, indemnify, and hold CAL TAHOE 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 attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, CAL TAHOE 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 CAL TAHOE, the County of El Dorado, the Member Agency, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of CAL TAHOE, 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 CAL TAHOE and El Dorado County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### Article XII - Insurance

The Member Agency shall provide to CAL TAHOE proof of a policy of insurance that is also satisfactory to the El Dorado County Risk Management Division and documentation evidencing that the Member Agency maintains insurance that meets the following requirements set forth hereinafter.

- 1. Full Worker's Compensation and Employers' Liability Insurance covering all employees of the Member Agency as required by law in the State of California.
- 2. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.

- 3. Automobile Liability Insurance of not less than \$5,000,000 is required on owned, hired, leased and non-owned vehicles used in connection with the Member Agency's business.
- 4. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$5,000,000 per occurrence.
- 5. Member Agency shall furnish a certificate of insurance satisfactory to the County Risk Management Division as evidence that the insurance required above is being maintained.
- 6. The insurance shall be issued by an insurance company acceptable to the County Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the County Risk Management Division.
- 7. Member Agency agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Member Agency agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the County Risk Management Division, and Member Agency agrees that no work or services shall be performed prior to the giving of such approval. In the event Member Agency fails to keep in effect at all times insurance coverage as herein provided, CAL TAHOE may, in addition to any other remedies it may have,
- 8. The certificate of insurance must include the following provisions stating that:
  - A. The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to CAL TAHOE, and;
  - B. CAL TAHOE and El Dorado County, their officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- 9. Member Agency 's insurance coverage shall be primary insurance as respects CAL TAHOE, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CAL TAHOE or the County of El Dorado, its officers, officials, employees or volunteers shall be in excess of the Member Agency 's insurance and shall not contribute with it.
- Any deductibles or self-insured retentions must be declared to and approved by CAL TAHOE, either: the insurer shall reduce or eliminate such deductibles or self-

insured retentions as respects CAL TAHOE, its officers, officials, employees, and volunteers; or Member Agency shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- 11. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to CAL TAHOE, its officers, officials, employees or volunteers.
- 12. The insurance companies shall have no recourse against CAL TAHOE, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- 13. The Member Agency 's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- 14. In the event the Member Agency cannot provide an occurrence policy, Member Agency-shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- 15. Certificate of insurance shall meet such additional standards as may be determined by CAL TAHOE either independently or in consultation with the County Risk Management Division, as essential for protection of CAL TAHOE.

#### **Article XII - Interest Of Public Official**

No official or employee of Member Agency who exercises any functions or responsibilities in review or approval of services to be provided by Member Agency 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 CAL TAHOE have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### Article XIII - Interest Of Provider

Member Agency covenants that Member Agency presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other agreement or contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Member Agency further covenants that in the performance of this Agreement no person having any such interest shall be employed by Member Agency.

#### Article XIV - 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. Member Agency waives any removal rights it might have under Code of Civil Procedure Section 394.

# Article XXI - California Residency (Form 590)

All independent contractors providing services to CAL TAHOE must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Member Agency shall be required to submit a Form 590 prior to execution of a Contract or CAL TAHOE shall withhold seven (7) percent of each payment made to Member Agency during the term of the Contract. This requirement applies to any contract exceeding \$1,500.00.

# Article XXII - Taxpayer Identification / Form W9

Member Agency's federal Taxpayer Identification Number is

Member Agency shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification" prior to execution of this Agreement.

#### Article XV - Year 2000 Compliance

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

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

Upon written notification by CAL TAHOE of any hardware or software failure to comply with ISO 9000 date format, Member Agency will replace or correct the failing component with compliant hardware or software immediately, at no cost to CAL TAHOE.

#### Article XVI - Administrator

The CAL TAHOE Officer or employee responsible for administering this Agreement is the Executive Director, or successor.

# **Article XVII - 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.

# Article XVIII - 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 shall continue in full force and effect without being impaired or invalidated in any way.

# **Article XIX - 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.

| IN WITNESS WHEREOF, the parties hereto year first below written. | have executed this Agreement the day and |
|--|--|
| CAL TAHOE  | Date                                     |
| Service Member Agency  | Date                                     |