

**EMERGENCY MEDICAL SERVICES AUTHORITY**

11120 INTERNATIONAL DR., SUITE 200  
RANCHO CORDOVA, CA 95670  
(916) 322-4336 FAX (916) 324-2875



July 14, 2025

Kristine Guth, EMS Director  
El Dorado County Emergency Medical Services Agency  
2900 Fair Lane Court  
Placerville, CA 95667

Dear Kristine Guth,

This letter is in response to El Dorado County Emergency Medical Service (EMS) Agency's 2023-2024 EMS, Trauma, St-Elevation Myocardial Infarction (STEMI), Stroke, Quality Improvement (QI), and EMS for Children (EMSC) plan submissions to Emergency Medical Service Authority (EMSA) on May 8, 2025.

EMSA has reviewed the EMS plan based on compliance with statutes, regulations, and case law. It has been determined that the plan meets all EMS system components identified in Health and Safety Code (HSC) § 1797.103 and is approved for implementation pursuant to HSC § 1797.105(b). Based on the transportation documentation provided, please find the enclosed EMS area/subarea status, compiled by EMSA.

EMSA has also reviewed the Trauma, STEMI, Stroke, QI plans, and EMSC based on compliance with Chapters 7, 7.1, 7.2, 12, and 14 of the California Code of Regulations, Title 22, Division 9, and has been approved for implementation.

Per HSC § 1797.254, local EMS agencies must annually submit EMS plans to EMSA. El Dorado County EMS Agency will only be considered current if an EMS plan is submitted each year.

Your 2025 EMS plan will be due on or before July 14, 2026. Concurrently with the EMS plan, please submit an annual Trauma, STEMI, Stroke, QI, and EMSC plan.

If you have any questions regarding the EMS plan review, please contact Roxanna Delao, EMS Plans Coordinator, at (916) 903-3260 or [roxanna.delao@emsa.ca.gov](mailto:roxanna.delao@emsa.ca.gov).

Sincerely,

A handwritten signature in blue ink that reads "Angela Wise".

Angela Wise, Branch Chief  
EMS Quality and Planning  
On behalf of,  
Elizabeth Basnett, Director

Enclosure:  
AW: rd

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El Dorado County EMS Agency 2023-2024 Areas and Subareas	Non-Exclusive	Exclusive	Method to Achieve Exclusivity	Emergency Ambulance	ALS	LALS	All Emergency Ambulance Services	9-1-1 Emergency Response	7-digit Emergency Response	ALS Ambulance	All ALS Ambulance Services	All CCT/ALS Ambulance Services	ALS Non - Emergency & ALS IFT	Critical Care Transport	Standby Service with Transport Authorization
	EXCLUSIVITY			TYPE			LEVEL								
CSA 3 (South Shore Area)		X	Competitive	X				X	X	X	X	X	X	X	
CSA 3 (Meeks Bay Area)	X		Non - Exclusive												
CSA 7		X	Non-Competitive	X			X	X					X		



# COUNTY OF EL DORADO

## EMS SYSTEM PLAN 2023-2024



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# El Dorado County EMS System Plan 2023 – 2024

## Executive Summary

The El Dorado County Emergency Medical Services (EMS) Agency (EDCEMSA) was created by the El Dorado County Board of Supervisors to fulfill the responsibilities of a local EMS agency as contained in Health and Safety Code, Division 2.5 et seq. As assigned by the Legislature with the passage of the EMS Act, the primary responsibility of a local EMS agency is to plan, implement, and evaluate an emergency medical services system, in accordance with the provisions of Division 2.5 of the Health and Safety Code, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures. Section 1797.254 of the Health and Safety Code requires local EMS agencies to annually submit a plan for their EMS area to the California EMS Authority (EMSA).

The EMS system plan and subject specific plans such as trauma and transportation must be consistent with the regulations and guidelines established by the EMSA. This EMS plan update provides information relevant for the period of January 1, 2023, through December 31, 2024, with supporting documentation. This document includes information that meets the requirements to provide a County CQI Plan, Stroke System Plan, STEMI System Plan, and Trauma System Plan. The Agency's primary responsibility is to plan, implement, and evaluate the EMS system to ensure it meets the minimum standards developed by the California EMS Authority.

State law requires EMS agencies to develop plans for the delivery of emergency medical services to victims of sudden illness or injury within the geographic area served by the EMS agency. These plans must be consistent with state standards and address the following components:

- System organization and management
- Staffing and training
- Communications
- Response & Transportation
- Facilities and critical care
- Data collection and evaluation
- Public information and education
- Disaster medical response

The process of assessing system needs and developing plan objectives revealed significant improvements in the EMS system. EDCEMSA engaged in a comprehensive EMS system assessment beginning in January 2023 and completed in January 2024. The assessment included active participation with our EMS stakeholders including hospitals, dispatch centers, field providers, fire leadership, law enforcement and the County Administrative Office. Several components of the EMS system remain target areas and opportunities for improvements. The goals and the objectives listed in this Plan are those identified by stakeholders through the EMS system assessment and prioritized by the EDCEMSA in their 2024 Strategic Plan.

## **El Dorado County EMS Agency**

The El Dorado County EMS Agency (EDCEMSA) covers the entire county and for EMS purposes, the County of El Dorado is geographically divided by the Sierra-Nevada Mountain range into two Community Service Areas (CSAs). The EMS system is a blend of urban, suburban, rural and wilderness environments containing a population base of approximately 194,244 people living in a 1,786 square mile area.

Ambulance transportation on the West Slope of the County (CSA 7) is provided under contract with the El Dorado County Emergency Services Authority (West Slope JPA), and ambulance transportation services on the East Slope of the County (CSA 3) are provided by the Cal Tahoe Emergency Services Operations Authority (East Slope JPA) and North Tahoe Fire Protection District (CSA 3 – West Shore). Both CSAs are also served by several ALS and BLS first response agencies, as well as air ambulance services and non-emergency transport providers.

### **Significant Accomplishments 2023**

1. Appointment of interim EMS Manager in 2023
2. EMS completed a comprehensive EMS System Assessment in 2023

### **Medical Disaster Planning and Response**

1. EDCEMSA supported and participated in several fire shelter operations and summer cooling centers and winter warming centers.
2. Transition of PHEP, CRI and Pan Flu grants to the Public Health Department with HPP remaining with EDCEMSA.

### **Significant Accomplishments 2024**

1. Staff participated in a 2024 EMS Strategic Plan setting goals and priorities
2. Establish a work group to identify system enhancements for inclusion in the El Dorado County Emergency Medical Authority JPA (West Slope JPA) ambulance services agreement
3. Assignment of new EMS Manager in 2024
4. In-depth review of ambulance billing processes
5. Revised written agreements with Fire ALS non-transport agencies

### **Medical Disaster Planning and Response**

1. Transition of PHEP to Public Health Department with HPP remaining with EDCEMSA.
2. EDCEMSA supported and participated in summer cooling centers and winter warming centers.

### **Goals and Objectives 2025**

The Goals and Objectives listed below will guide EDCEMSA in monitoring and improving the EMS system over the next year. A highlight of the primary objectives of the EMS System Plan include:

1. Update the West Slope JPA agreement with a modern performance-based ambulance contract.
2. Implement clinical performance standards and measures as part of El Dorado County's CQI initiative.
3. Initiate discussions with the West Slope JPA and CAL FIRE dispatch center on initiating a pilot project for the implementation of incident-specific response protocols (tiered response) with pre arrival instructions following MPDS standards.

4. Leverage EMS data using FirstWatch to maximize efficiency and share clinical data reports with system stakeholders to improve patient care.
5. Expand staff and system stakeholder knowledge on the utilization of FirstWatch to provide enhanced and transparent system performance reporting.
6. Develop a process to provide performance compliance reports for ambulance transport for each of the JPA's and fire providers.
7. Ensure all provider and specialty care contracts are up to date and are monitored for performance compliance.
8. Revise and update EMT and Paramedic field treatment protocols through a stakeholder input process as necessary to meet the operational and clinical needs of the system.
9. Purchase and deployment of "One Dose" application for mobile devices to improve access to protocols and policies and develop user training materials.
10. Identify opportunities to encourage stakeholder engagement and input in the EMS system.
11. Explore creative methods and/or incentives to enhance field providers patient care documentation to streamline and maximize billing revenue.
12. Develop a hospital transfer policy to ensure proper categorization and utilization of ambulance IFT services.
13. Improve hospitals specialty care data collection and oversight.
14. Assess staff current functions and identify gaps in staffing resources to meet LEMSA requirements.

# System Assessment Narrative

The California Health & Safety Code, § 1797.200 requires counties to establish a local EMS agency. EMS agencies are responsible to plan, monitor, and evaluate the EMS system to ensure critically ill and injured persons receive prompt and competent emergency medical care that is vital for saving lives and improving health outcomes. The El Dorado County EMS Agency is the established regulatory agency with responsibility for the following functions.

## 1. EMS System Organization and Management

- A. EDCEMSA is in compliant with all State statutes, regulations and local laws that govern emergency medical services systems. This includes establishing policies, addressing the financial aspects of system operations, and making provisions for collecting, analyzing, and disseminating EMS-related data. An EMS agency ensures equitable access to quality emergency medical services through the coordination and authorization of EMS dispatch centers, EMS providers, base hospitals, specialty care facilities, EMS education programs, and public education.
- B. EDCEMSA employs a qualified emergency physician as the EMS Agency Medical Director who authorizes the clinical practice of EMS personnel and has established standards of care through policies, procedures and provides oversight through the CQI process.
- C. EDCEMSA has qualified staff to ensure the ongoing oversight of the EMS system and has been able to secure funding to increase staff by 1 full-time equivalent (FTE) to keep up with the ambulance billing requirements.
- D. EDCEMSA provides staff support for various EMS committees to promote active provider participation and coordination for El Dorado County's EMS system.
- E. The policies and procedure manual are updated through a stakeholder input process and as needed to meet the needs of the system (link: [Policies, Procedures, Protocols and Drug Formulary - El Dorado County](#))
- F. The County of El Dorado has established ambulance transportation billing rates and has implemented tax measures to support paramedic level services in the county. EDCEMSA has the responsibility to conduct billing and collection for contracted ambulance providers and reimburses those providers for the expense of ambulance transport in accordance with contract requirements.

## 2. Staffing and Training

- A. EDCEMSA EMS Medical Director authorizes EMS personnel to operate within the EDCEMSA system. This authorization is based on EMS personnel successfully completing all training requirements and following established EDCEMSA policies, procedures, and treatment protocols and when warranted, conduct investigations.
- B. EDCEMSA has processes in place to collect and submit fees established by California EMS Authority (EMSA) to support the EMS Personnel registry.
- C. EDCEMSA submits all local EMS personnel data into the EMSA EMS Registry system. The up-to-date information regarding EDCEMSA system EMS personnel can be found on the state's

registry system. This includes the number of certified EMTs, accredited paramedics, and any action taken on certification and accreditation.

- D. EDCEMSA follows state requirements for the oversight of EMS Continuing Education providers within its jurisdiction.

### 3. **Communication**

- A. EDCEMSA has approved two Emergency Medical Dispatch Centers (South Lake Tahoe Police Department Dispatch Center and CALFIRE El Dorado Dispatch Center) that utilize dispatch protocols approved by EDCEMSA EMS Medical Director. The dispatch centers are compliant with Health and Safety Codes 1797.223 and 1798.8 and California Code of Regulations ("CCR") 100170.
- B. Radio communication systems are operational in El Dorado County providing two-way communication between dispatch centers to field providers and field providers to hospitals.

### 4. **Response and Transportation**

- A. EDCEMSA creates and oversees exclusive operating areas (EOA) for ambulance services to ensure consistent and equitable service across all jurisdictions and communities in El Dorado County.
- B. EDCEMSA has established response time requirements for the ambulance transportation providers.
- C. Policies and procedures are in place to review and monitor provider response time performance.
- D. Contracts are in place with exclusive operating providers established through the statutory requirement of 1797.224.
- E. EDCEMSA has a process in place to authorize EMS air transport providers.
- F. Policies to direct ground and air ambulance transport destinations are in place.
- G. EDCEMSA complies with EMSA's requirement to submit all response and transport data into the California EMS Information System (CEMSIS) database.

### 5. **Facilities and Critical Care**

- A. EDCEMSA has established two base hospitals to provide medical guidance to field providers. The base hospitals are actively involved in quality improvement activities and support EDCEMSA in the provision of day-to-day system oversight and medical control.
- B. The Trauma Care system in EDCEMSA is designed to ensure severely injured individuals have access to coordinated comprehensive trauma and critical care services. EDCEMSA has designated two Level III Trauma Centers following State regulatory requirements and ACS guidelines.
- C. The trauma centers designated by EDCEMSA submit trauma data directly into CEMSIS. The CEMSIS database maintains data on all trauma center activity throughout California.

- D. EDCEMSA continues to evaluate the care provided to trauma patients originating in El Dorado County through various quality care committees, routinely evaluating trauma care policies, procedures, and trauma volume to ensure processes are current and reflect the needs of El Dorado County's EMS system.
- E. The STEMI program developed by EDCEMSA, goal is to ensure early recognition and transport to a hospital capable of performing percutaneous coronary intervention (PCI) in a timely manner. There are no designated STEMI centers in El Dorado County at this time. EDCEMSA has policies to direct patients to STEMI centers outside the County when time criteria are approved and supported by base hospital direction. Policies and procedures for early recognition and identification have been established and CQI processes are in place for all levels of providers and coordinated by EDCEMSA staff and EMS Medical Director.
- F. EDCEMSA has identified one primary stroke center, Marshall Medical Center. EDCEMSA has policies and procedures in place for early recognition and identification have been established and CQI processes are in place for all levels of providers and coordinated by EDCEMSA staff and EMS Medical Director.
- G. The CEMSIS database also collects data on STEMI and Stroke programs.
- H. EDCEMSA works with area hospitals to ensure every hospital is capable of receiving pediatric patients. The Richie Fund provides EDCEMSA with resources to support the two hospitals in the county for pediatric care.

#### 6. **Data Collection and System Evaluation**

- A. California Health and Safety Code 1797.227 requires all emergency medical care providers to collect and submit data to the local EMS Agency. EDCEMSA has implemented ImageTrend as the EMS patient care record and made the system available to all EMS providers in the system.
- B. EDCEMSA submits data to CEMSIS and participates in the EMSA Core Measures program.
- C. EDCEMSA utilizes the FirstWatch platform to support data analysis to evaluate the system's performance and in assessing the best way to make this tool available to system providers.
- D. EDCEMSA has established the Medical Advisory Committee (MAC) which has broad systemwide participation from all the hospitals, specialty care facilities and EMS providers.
- E. MAC meetings operate with staff support from EDCEMSA and the EDCEMSA EMS Medical Director. The EMS Agency Medical Director actively participates in all EDCEMSA medical oversight.
- F. MAC focuses on developing and maintaining methods of evaluation to ensure quality medical care is provided through the implementation of quality improvement programs, clinical standards, clinical performance metrics to ensure all patients have access to quality care.

## 7. Public Information and Education

A. Prevention of illness and injury strategies are key components and have the greatest impact in reducing mortality and morbidity. EDCEMSA works closely with hospitals, EMS providers, County departments and community organizations to coordinate injury and illness prevention programs. These activities include:

- Placement of public access Automatic external defibrillators (AED) devices,
- Hands-only CPR classes,
- Opioid overdose recognition and care,
- Stop the Bleed classes, and
- Public education activities include but are not limited to fall prevention, knowing the signs and symptoms of cardiac events and strokes, when and how to access 911.

## 8. Disaster Medical Response

A. EDCEMSA has primary responsibility for the 8 EMS Medical Health Operational Area Coordination (MHOAC) functions and works in tandem with the County Public Health Officer to ensure all 17 MHOAC functions identified in Health & Safety Code 1797.153, are accomplished:

1. Assessment of immediate medical needs
2. Coordination of disaster medical and health resources
3. Coordination of patient distribution and medical evaluations
4. Coordination with inpatient and emergency care providers
5. Coordination of out-of-hospital medical care providers
6. Coordination and integration with fire agency personnel, resources, and prehospital medical services
7. Coordination of providers of non-fire-based prehospital emergency medical services
8. Coordination of the establishment of temporary field treatment sites
9. Health surveillance and epidemiological analyses of community health status
10. Assurance of food safety
11. Management of exposure to hazardous agents
12. Provision or coordination of mental health services
13. Provision of medical and public health information protective action recommendations
14. Provision or coordination of vector control services
15. Assurance of drinking water safety
16. Assurance of the safe management of liquid, solid, and hazardous wastes
17. Investigation and control of communicable diseases.

B. EDCEMSA has plans and procedures in place to address the eight specific EMS MHOAC functions and in addition, has the responsibilities for shelter management for the County.

C. EDCEMSA has worked with EMS providers to update their MCI plan considering the lessons learned responding to recent fires and the pandemic. The plan is exercised with system stakeholders to ensure all providers understand the plan, when to activate it and their role and responsibility within the plan.

D. EDCEMSA works closely with the Sheriff's Office of Emergency Services and EDCEMSA staff are trained in ICS and are compliant with all county training requirements to operate with the emergency operations center and or the department operations center.

# Assessment of System

## Summary of System Status – 2023-2024

This section provides a summary of how El Dorado County Emergency Medical Services System meets the State of California's EMS Systems Standards and Guidelines. An "X" placed in the first column indicates that the current system does not meet the State's minimum standard. An "X" placed in the second or third column indicates that the system meets either the minimum or recommended standard. An "X" is placed in one of the last two columns to indicate the time frame the agency has established for either meeting the standard or revising the current status.

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
<b>Agency Administration:</b>						
1.01	LEMSA Structure		X	n/a	X	
1.02	LEMSA Mission		X	n/a		
1.03	Public Input		X	n/a		
1.04	Medical Director		X	X		
<b>Planning Activities:</b>						
1.05	System Plan		X	n/a		
1.06	Annual Plan Update		X	n/a		
1.07	Trauma Planning		X	X		X
1.08	ALS Planning		X	n/a		
1.09	Inventory of Resources		X	n/a		
1.10	Special Populations		X	X		
1.11	System Participants		X	X		
<b>Regulatory Activities:</b>						
1.12	Review & Monitoring		X	n/a		
1.13	Coordination		X	n/a		
1.14	Policy & Procedures Manual		X	n/a		
1.15	Compliance w/Policies		X	n/a		
1.16	Funding Mechanism		X	n/a		X

1.17	Medical Direction		X	n/a		
1.18	QA/QI		X	X	X	X
1.19	Policies Procedures, Protocols		X	X		
1.20	DNR Policy		X	n/a		
1.21	Determination of Death		X	n/a		
1.22	Reporting of Abuse		X	n/a		
1.23	Interfacility Transfer		X	n/a		
<b>Enhanced Level: Advanced Life Support</b>						
1.24	ALS Systems		X	X		
1.25	On-Line Medical Direction		X	X		
<b>Enhanced Level: Trauma Care System:</b>						
1.26	Trauma System Plan		X	n/a		
<b>Enhanced Level: Pediatric Emergency Medical and Critical Care System:</b>						
1.27	Pediatric System Plan		X	n/a		X
<b>Enhanced Level: Exclusive Operating Areas:</b>						
1.28	EOA Plan		X	n/a		

## A. Staffing/Training

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
<b>Local EMS Agency:</b>						
2.01	Assessment of Needs		X	n/a		
2.02	Approval of Training		X	n/a		
2.03	Personnel		X	n/a	X	
<b>Dispatchers:</b>						
2.04	Dispatch Training		X	X	X	X
<b>First Responders (non-transporting):</b>						
2.05	First Responder Training		X	X		
2.06	Response		X	n/a		
2.07	Medical Control		X	n/a		
<b>Transporting Personnel:</b>						
2.08	EMT-I Training		X	X		
<b>Hospital:</b>						
2.09	CPR Training		X	n/a		
2.10	Advanced Life Support		X	X		
<b>Enhanced Level: Advanced Life Support:</b>						
2.11	Accreditation Process		X	n/a		
2.12	Early Defibrillation		X	n/a		
2.13	Base Hospital Personnel		X	n/a		

## B. Communications

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
<b>Communications Equipment:</b>						
3.01	Communication Plan		X	X		
3.02	Radios		X	X		X
3.03	Interfacility Transfer		X	n/a		
3.04	Dispatch Center		X	n/a		
3.05	Hospitals		X	X		
3.06	MCI/Disasters		X	n/a		
<b>Public Access:</b>						
3.07	9-1-1 Planning/Coordination		X	X		
3.08	9-1-1 Public Education		X	n/a	X	X
<b>Resource Management:</b>						
3.09	Dispatch Triage		X	X	X	X
3.10	Integrated Dispatch		X	X		

## C. Response Time/Transportation

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
<b>Universal Level:</b>						
4.01	Service Area Boundaries		X	X		
4.02	Monitoring		X	X	X	
4.03	Classifying Medical Requests		X	n/a		
4.04	Prescheduled Responses		X	n/a		
4.05	Response Time		X	X		
4.06	Staffing		X	n/a		
4.07	First Responder Agencies		X	n/a		
4.08	Medical & Rescue Aircraft		X	n/a		
4.09	Air Dispatch Center		X	n/a		

4.10	Aircraft Availability		X	n/a		
4.11	Specialty Vehicles		X	x		
4.12	Disaster Response		X	n/a		
4.13	Intercounty Response		X	X		
4.14	Incident Command System		X	n/a		
4.15	MCI Plans		X	n/a		
<b>Enhanced Level: Advanced Life Support:</b>						
4.16	ALS Staffing		X	X		
4.17	ALS Equipment		X	n/a		
<b>Enhanced Level: Ambulance Regulation:</b>						
4.18	Compliance		X	n/a		
<b>Enhanced Level: Exclusive Operating Permits:</b>						
4.19	Transportation Plan		X	n/a		
4.20	Grandfathering		X	n/a		
4.21	Compliance		X	n/a		
4.22	Evaluation		X	n/a		

## D. Facilities/Critical Care

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
<b>Universal Level:</b>						
5.01	Assessment of Capabilities		X	X		
5.02	Triage & Transfer Protocols		X	n/a		
5.03	Transfer Guidelines		X	n/a		
5.04	Specialty Care Facilities		X	n/a		
5.05	Mass Casualty Management		X	X		
5.06	Hospital Evacuation		X	n/a		
<b>Enhanced Level: Advanced Life Support:</b>						
5.07	Base Hospital Designation		X	n/a		
<b>Enhanced Level: Trauma Care System:</b>						
5.08	Trauma System Design		X	n/a		
5.09	Public Input		X	n/a		
<b>Enhanced Level: Pediatric Emergency Medical and Critical Care System:</b>						
5.10	Pediatric System Design		X	n/a		X
5.11	Emergency Departments		X	X		
5.12	Public Input		X	n/a		X
<b>Enhanced Level: Other Specialty Care Systems:</b>						
5.13	Specialty System Design		X	n/a		
5.14	Public Input		X	n/a		

## F. Data Collection/System Evaluation

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
<b>Universal Level:</b>						
6.01	QA/QI Program		X	X	X	
6.02	Prehospital Records		X	n/a		
6.03	Prehospital Care Audits		X	X		
6.04	Medical Dispatch		X	n/a		
6.05	Data Management System		X	X		
6.06	System Design Evaluation		X	n/a		
6.07	Provider Participation		X	n/a		
6.08	Reporting		X	n/a		
<b>Enhanced Level: Advanced Life Support:</b>						
6.09	ALS Audit		X	X		
<b>Enhanced Level: Trauma Care System:</b>						
6.10	Trauma System Evaluation		X	n/a	X	
6.11	Trauma Center Data		X	X	X	

## G. Public Information and Education

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
<b>Universal Level:</b>						
7.01	Public Information Materials		X	X	X	
7.02	Injury Control		X	X		
7.03	Disaster Preparedness		X	X		
7.04	First Aid & CPR Training		X	X		

## H. Disaster Medical Response

		Does not currently meet standard	Meets minimum standard	Meets recommended guidelines	Short-range plan	Long-range plan
<b>Universal Level:</b>						
8.01	Disaster Medical Planning		X	n/a		
8.02	Response Plans		X	X		
8.03	HazMat Training		X	n/a		
8.04	Incident Command System		X	X		
8.05	Distribution of Casualties		X	X		
8.06	Needs Assessment		X	X		
8.07	Disaster Communications		X	n/a		
8.08	Inventory of Resources		X	X		
8.09	DMAT Teams		X	X		
8.10	Mutual Aid Agreements		X	n/a		
8.11	CCP Designation		X	n/a		
8.12	Establishment of CCPs		X	n/a		
8.13	Disaster Medical Training		X	X		
8.14	Hospital Plans		X	X		
8.15	Interhospital Communications		X	n/a		
8.16	Prehospital Agency Plans		X	X		
<b>Enhanced Level: Advanced Life Support:</b>						
8.17	ALS Policies		X	n/a		
<b>Specialty Care Systems:</b>						
8.18	Specialty Center Roles		X	n/a		
<b>Enhanced Level: Exclusive Operating Areas/Ambulance Regulations:</b>						
8.19	Waiving Exclusivity		X	n/a		

# System Organization and Management

County: **El Dorado County**

Reporting Year: **2023-2024**

**NOTE:** Number (1) below is to be completed for each county.

1. Percentage of population served by each level of care by county:

Level of Care	
Basic Life Support (BLS)	0%
Limited Advanced Life Support (LALS)	0%
Advanced Life Support (ALS)	100%

2. Type of agency:

- Public Health Department
- County Health Services Agency
- Other (non-health) County Department
- Joint Powers Agency
- Private Non-Profit Entity
- Other: **County Chief Administrative Office**

3. The person responsible for day-to-day activities of the EMS agency reports to:

- Public Health Officer
- Health Services Agency Director/ Administrator
- Board of Directors
- Other: **Deputy Chief Administrative Officer**

4. Indicate the non-required functions which are performed by the agency:

- Implementation of exclusive operating areas (ambulance franchising)
- Designation of trauma centers/trauma care system planning
- Designation/approval of pediatric facilities
- Designation of STEMI centers
- Designation of stroke centers
- Designation of other critical care centers
- Development of transfer agreements
- Enforcement of local ambulance ordinance
- Enforcement of ambulance service contracts
- Operation of ambulance service
- Continuing education
- Personnel training
- Operation of oversight of EMS dispatch center
- Non-medical disaster planning
- Administration of critical incident stress debriefing (CISD)

- Administration of disaster medical assistance team (DMAT)
- Administration of EMS Maddy and Richie Fund
- Other: Ambulance transportation billing and collections

#### 4. EDCEMSA Budget

Expenses	2023	2024
Salaries and Benefits	\$706,947.69	\$633,024.63
Contract Services	\$62,780.30	\$95,490.00
Operations: Services and Supplies	\$11,580.78	\$32,271.81
Travel	\$8,028.47	\$12,208.39
Indirect Expenses	\$150,754.33	\$229,007.41
EMS Maddy/Richie Fund Payments to Physicians & Hospitals	\$190,985.81	\$262,441.15
EMS Richie's Fund Payments	\$14,758.18	\$15,182.79
EMT Fees (State)	\$12,216.00	\$14,737.00
Other: GEMT Payments	\$6,784.16	\$23,838.98
Other: Computer Systems/Software/Licensing	\$82,073.67	\$77,900.20
Other: Legal Services (County Counsel)	\$33,153.50	\$8,322.20
Other:		
<b>Total Expenses</b>	<b>\$1,280,062.89</b>	<b>\$1,404,424.56</b>

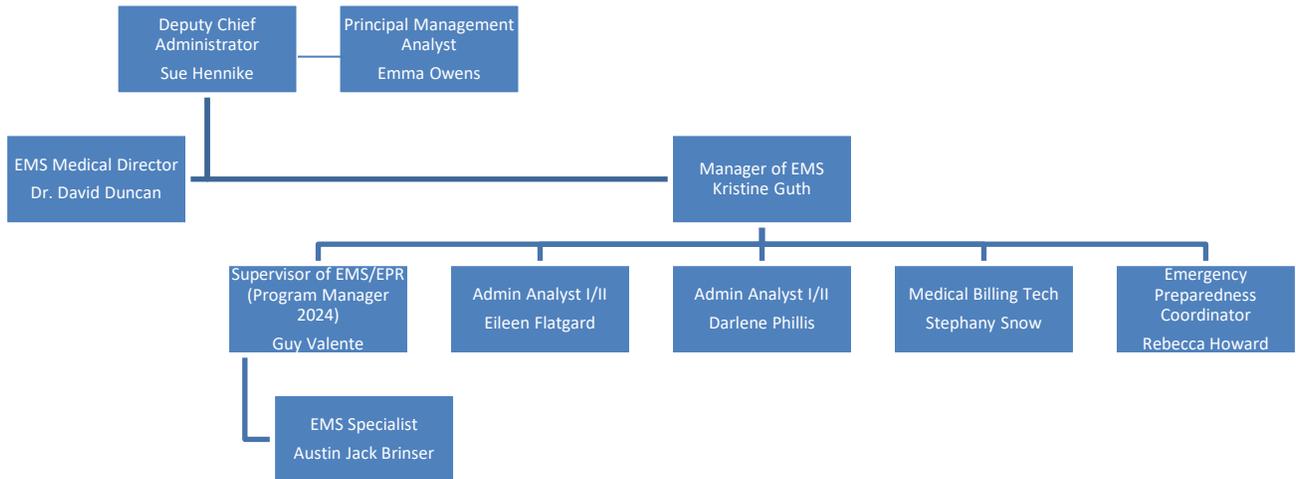
Revenue	2023	2024
Certification fees	\$26,323.00	\$35,584.50
EMS Maddy/Richie Fund	\$270,516.92	\$286,178.94
Records Request & Misc.	\$495.00	\$60.00
Ground Emergency Medical Transport (GEMT)	\$0	\$0
County Service Areas (Fees, District Taxes, Property Taxes)	\$1,042,511.99	\$1,072,591.25
Base Hospital		
Trauma Center	\$1,001.00	
STEMI Center		
Stroke Center		
Pediatric Center		
Other: Interest	\$4,374.81	\$17,892.78
Other:		
Other:		
<b>Total Revenue</b>	<b>\$1,345,222.72</b>	<b>\$1,412,307.47</b>

Fee Structure	2023	2024
Emergency Medical Responder	\$25.00	\$25.00
EMS dispatcher certification	\$0	\$0
EMT certification	\$100.00+ state fees	\$100.00+ state fees
EMT recertification	\$62.00 + state fees	\$62.00 + state fees
Paramedic Accreditation	\$35.00	\$35.00
Authorized Registered Nurse (MICN/ARN) certification	\$48.00	\$48.00
MICN/ARN recertification	\$48.00	\$48.00
EMT Training program approval	\$529.00	\$529.00
Advanced EMT Training program approval	N/A	N/A
Paramedic training program approval	N/A	N/A
MICN/ARN training program approval	\$0	\$0
Base hospital application	\$0	\$0
Base hospital designation	\$0	\$0
Trauma center application	\$0	\$0
Trauma center designation Level II	N/A	N/A
Trauma center designation Level III	\$1,001.00	\$1,001.00
Trauma center designation Level IV	N/A	N/A
STEMI center designation	N/A	N/A
Stroke Center designation	N/A	N/A
Pediatric facility approval	N/A	N/A
Pediatric facility designation	N/A	N/A
Ambulance service license	\$397.00	\$397.00
Ambulance Vehicle Permit	\$189.00	\$189.00
Contract Application Fee	\$397.00	\$397.00
Contractor Ambulance Inspection	\$189.00	\$189.00
Wheelchair – G/V Permit Application Fee	\$255.00	\$255.00
Wheelchair – G/V Vehicle Inspection	\$36.00	\$36.00
Ambulance Contract East Slope	FY 22/23 4,229,881.02	FY 23/24 \$4,577,683.01
Ambulance Contract West Slope	FY 22/23 \$13,099,992.00	FY 23/24 \$14,915,996.00
Ambulance Contract North Tahoe	FY 22/23 \$214,605.71	FY 23/24 \$228,807.60
Air Ambulance authorization	\$0	\$0
Other:	N/A	N/A
Other:		
Other:		
Other:		

**5. EDCEMSA Staff Positions**

Category	Actual Title	FTE Positions (EMS only)	Top Salary by hourly equivalent	Benefits (% of salary)	Comments
EMS Administrator	Manager of Emergency Medical Services and Emergency Preparedness & Response (changed to EMS Manager in 2024)	1.0	\$71.90	Est 50-60%	MHOAC
Medical Director	EMS Agency Medical Director	0.50	\$116.51	Est 50-60%	
CQI Coordinator	EMS/EPR Supervisor (changed to Program Manager in 2024)	1.0	\$47.47	Est 50-60%	CQI/Specialty Care Policies, Procedures, Protocols, etc.
Program Coordinator/Field Liaison	EMS Specialist	1.0	\$37.79	Est 50-60%	ALS coordination
Ambulance Billing Coordinator	Medical Billing Technician	1.0	\$28.98	Est 50-60%	Pre-Billing Review
Disaster Medical Planner; Public Education	Emergency Preparedness Coordinator	1.0	\$37.75	Est 50-60%	Disaster Planning & Response & Shelter Ops Coord, Education
	Administrative Analyst I/II	2.0	\$38.14	Est 50-60%	Licensing, Certification, Records, Training, Billing Coordinator

# El Dorado County EMS Agency



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# System Resources and Operations

## Communications

County: **El Dorado County**

Reporting Year: **2023-2024**

1. Number of primary Public Service Answering Points (PSAP)	2
2. Number of secondary PSAPs	1
3. Number of dispatch centers directly dispatching ambulances	3
4. Number of EMS dispatch agencies utilizing EMD guidelines	3
5. Number of designated dispatch centers for EMS Aircraft	2
6. Who is your primary dispatch agency for day-to-day emergencies?	Camino ECC (CalFire), South Lake Tahoe Police Department, and Grass Valley ECC (CalFire)
7. Who is your primary dispatch agency for a disaster?	Camino ECC (CalFire), South Lake Tahoe Police Department, and Grass Valley ECC (CalFire)
8. Do you have an operational area disaster communication system?	Yes
a. Radio primary frequency:	CLEMARS 1 (154.920)
b. Other methods:	CLEMARS 2 (154.935), CALCORD (156.075)
c. Can all medical response units communicate on the same disaster communications system?	Yes
d. Do you participate in the Operational Area Satellite Information System (OASIS)?	No
e. Do you have a plan to utilize the Radio Amateur Civil Emergency Services (RACES) as a back-up communication system?	Yes
f. Within operational area, region, and the State	Yes

### Senate Bill 438 ([SB438](#)) Attestation

The El Dorado County EMS Agency is in compliance with Health and Safety Codes 1797.223, 1798.8 and Title 22 Chapter 4 Section 100170 and Article 5 100306 with regards to our EMS Communications Program.

El Dorado County emergency medical services are, and have always been, dispatched out of public safety access points. On the West Slope of the County, the CALFIRE Emergency Command Center (ECC) dispatches emergency medical services calls. On the East Slope, emergency medical services calls are dispatched out of the South Lake Tahoe Police Department dispatch center. Both dispatch centers utilize Priority Dispatch for medical dispatching with the partnership of the LEMSA Medical Director. Dispatch cards are amended as needed, for example, in the event of emerging infectious diseases.

As it pertains specifically to Article 5 100306, all EMS air resources that operate within the operational area of the LEMSA meet the criteria outlined in section (d) Communications.

## Response Time Requirements

Reporting Year: **2023-2024**

Early Defibrillation Providers: 16

State EMS Authority Category	Metropolitan/Urban Area	Suburban/Rural Area	Wilderness Area
BLS and CPR Capable First Responder	None	None	None
Early Defibrillation – Capable Responder	None	None	None
ALS Capable Responder (not functioning as first responder)	None	None	None
EMS Transportation Unit (not functioning as first responder)	11 minutes	16-24 minutes	90 minutes

## Facilities and Critical Care

County: **El Dorado County**

Reporting Year: **2023-2024**

### Hospitals

There are two hospitals in El Dorado County. Marshall Medical Center is located in Placerville, and Barton Memorial Hospital is located in the City of South Lake Tahoe. Marshall Medical Center has a written agreement with EMS Agency as a paramedic base hospital, is a designated Level III Trauma Center and is approved by the Joint Commission as a Primary Stroke Center. Barton Memorial Hospital has a written agreement with the EMS Agency as a paramedic base hospital and is designated as a Level III Trauma Center. Both hospitals upload trauma data into the CEMISIS database.

El Dorado EMS Agency has approved the hospitals in the table below as 911 receiving hospitals for El Dorado County. Due to transport time the majority of patients are transported to Marshall Medical Center and Mercy Hospital Folsom on the west slope of the county and to Barton Memorial Hospital on the east slope of the county. Patients needing tertiary care are primarily transported out-of-county to specialty care facilities identified in the table below.

El Dorado County 2023-2024 EMS Plan Hospitals	Written Contract	E.D. Level	Base Hospital	Burn Center	Trauma Center	STEMI Center	Stroke Center	Pediatric Critical Center	Notes
Marshall Medical Center 1100 Marshall Way, Placerville, CA 95667 (530) 622-1441	Yes	Comp	Yes	No	Level III	No	Primary	No	
Barton Memorial Hospital 2170 South Avenue, South Lake Tahoe CA 96150 (530)541-3420	Yes	Basic	Yes	No	Level III	No	No	No	
Mercy Hospital Folsom 1650 Creekside Dr. Folsom CA 95630	No	Basic	No	No	No	Yes	Primary	No	
Kaiser Permanente Roseville Medical Center 1600 Eureka Rd. Roseville, CA 95661	No	Basic	No		No	Yes	Primary	No	
UC Davis Medical Center 2315 Stockton Blvd. Sacramento CA 95817	Yes	Comp	No	Yes	Level I	Yes	Comp	Yes	
Sutter Auburn Faith Hospital 11815 Education St. Auburn, CA 95602	No	Basic	No	No	No	No	Primary	No	
Sutter Roseville Medical Center 1 Medical Plaza Dr. Roseville CA 95661	No	Basic	No	No	Level II	Yes	Thrombectomy- capable	No	
Tahoe Forest Hospital 10121 Pine Ave. Truckee, CA 96161	No	Basic	No	No	Level III	No	No	No	
Renown Regional Medical Center 1155 Mill St. Reno NV 89502	No	Basic	No	No	Level II	Yes	Comp	Yes	
Sutter Medical Center Sacramento 2825 Capitol Ave. Sacramento CA 95816	No	Basic	No		Level II	Yes	Thrombectomy- capable	No	
Mercy General Hospital 4001 J Street. Sacramento CA 95819	No	Basic	No	No	No	Yes	Primary	No	
Carson Tahoe Regional Medical Center 1600 Medical Parkway, Carson City, NV 89703	No	Basic	No	No	No	Yes	Primary	No	
Mercy San Juan Medical Center 6501 Coyle Ave. Carmichael CA 95608	No	Basic	No	No	Level II	Yes	Primary	No	
Kaiser Permanente, Sacramento Medical Center 2025 Morse Ave. Sacramento Ca 95825	No	Basic	No	No	No	No	Primary	No	
Kaiser Permanente, South Sacramento Medical Center 660 Bruceville Rd. Sacramento CA 96823	No	Basic	No	No	Level II	Yes	Comp	No	

## Disaster Medical

Reporting Year: **2023-2024**

County: **El Dorado County**

<b>SYSTEM RESOURCES</b>	
<b>1. Casualty Collection Points (CCP)</b>	
a. Where are your CCPs located?	Several Sites Countywide
b. How are they staff?	Outside agencies
c. Do you have a supply system for supporting them 72-hours?	No
<b>2. CISD</b>	
a. Do you have a CISD provider with 24-hour capability?	No
<b>3. Medical Response Team</b>	
a. Do you have any team medical response capability?	No
b. For each team, are they incorporated into your local response plan?	No
c. Are they available for statewide response?	No
d. Are they part of a formal out-of-state response system?	No
<b>4. Hazardous Materials</b>	
a. Do you have any HazMat trained medical response teams?	Yes
b. At what HazMat level are they? First Responder Operations	Yes
c. Do you have the ability to do decontamination in an emergency room?	Yes
d. Do you have the ability to do decontamination in the field?	Yes
<b>OPERATIONS</b>	
1. Are you using a Standardized Emergency Management System (SEMS) that incorporated a form of Incident Command System (ICS) structure?	Yes
2. What is the maximum number of local jurisdictions EOC's you will need to interact with in a disaster?	3
3. Have you tested your MCI Plan this year in a:	
a. exercise?	Yes
b. real event?	Yes
4. List all counties with which you have a written medical mutual aid agreement.	Region IV
5. Do you have formal agreements with hospitals in your operational area to participate in disaster planning and response?	Yes
6. Do you have a formal agreement(s) with community clinics in your operational areas to participate in disaster planning and response?	Yes

<b>7.</b> Are you part of a multi-county EMS system for disaster response?	Yes; mutual aid
<b>8.</b> Are you a separate department or agency?	No
<b>9.</b> If not, to whom do you report?	Deputy Chief Administrator Officer
<b>10.</b> If your agency is not in the Health Department, do you have a plan to coordinate public health and environmental health issues with the Health Department?	Yes, MHOAC Program

# Resource Directory

## Approved Training Programs

Reporting Year: **2023-2024**  
 County: **EI Dorado County**

EDCEMSA has approved and certified through 2026

El Dorado County 2023-2024 EMS Plan Training Programs	Program Level	Written Agreement/ Expiration	Student Eligibility	Cost of Program	Cost of Refresher	No. of Students	No. of Courses Annually	No. of Refresher Courses Annually	Continuing Education	Notes
El Dorado County 2023-2024 EMS Plan Training Programs	EMT	Every 4 years	Open	\$1,328.50	\$138.00	40	2	1	No	
Folsom Lake College 10 College Parkway, Folsom, CA 95630 (916) 996-8601	EMT	Every 2 years	Qualified RNs	\$650.00	N/A	?	1	No	Yes	Instructor Cost \$600.00
Marshall Medical Center 1100 Marshall Way, Placerville, CA 95667 (530) 622-1441	MICN	6/30/25	Open	\$555.25	\$57.25	69	3	3	No	

## Dispatch Agencies

Reporting Year: **2023-2024**  
 County: **El Dorado County**

EDCEMSA has approved and certified through 2026

El Dorado County 2023-2024 EMS Plan Dispatch	Type of PSAP	Primary Contact	Written Agreement	Medical Director	Number of Personnel	Notes
Grass Valley Dispatch (CAL FIRE) 13120 Loma Rica Drive, Grass Valley, CA 95945 (530) 477-0641	Secondary	Tim Person	Yes	Yes	20 EMD	
South Lake Tahoe Police Department Dispatch 1901 Lisa Maloff Way, South Lake Tahoe, CA 96150 (530)542-6100	Primary	Jillian Gard	No	Yes	6 EMD	
Camino CALFIRE 2840 Mt. Danaher Rd. Camino, CA 95709 (530) 647-5220	Secondary	Greyson Wright	Yes	Yes	20 EMD	

## EMS Providers

Reporting Year: **2023-2024**

County: **El Dorado County**

El Dorado County 2023-2024 EMS Plan EMS Responders	Organization Type	Level	Non- Transport	Transport	Written Agreement	Notes
El Dorado Hills Fire Protection District 1050 Wilson Blvd. El Dorado Hills, CA 95762 (916) 933-6623	Fire District	ALS	X	X	Yes	The transport agreement is through the West Slope JPA, EDCEMSA is working with the ALS Fire response agencies on updating individual written agreements
Rescue Fire Protection District PO Box 201, Rescue CA. 95672 (530) 677-1868	Fire District	BLS/ALS	X		Yes	Member of West Slope JPA
Cameron Park Fire Department 3200 Country Club Dr. Cameron Park, CA 95682 (530)677-6190	Fire District	ALS	X		Yes	The transport agreement is through the West Slope JPA, EDCEMSA is working with the ALS Fire response agencies on updating individual written agreements. Through November 2023. Member of West Slope JPA.
Diamond Springs - El Dorado Fire Protection District 501 Pleasant Valley Road, Diamond Springs, CA 95619 (530) 626-3190	Fire District	ALS	X		Yes	The transport agreement is through the West Slope JPA, EDCEMSA is working with the ALS Fire response agencies on updating individual written agreements.
El Dorado County Fire Protection District 4040 Carson Road, Camino CA. 95709 (530) 644-9630	Fire District	ALS	X	X	Yes	The transport agreement is through the West Slope JPA, EDCEMSA is working with the ALS Fire response agencies on updating individual written agreements
Pioneer Fire Protection District 7061 Mt. Aukum Rd, Summerset, CA 95684 (530) 620-4444	Fire District	PSFA/BLS/ALS	X		Yes	Member of West Slope JPA
Mosquito Fire Protection District 8801 Rock Creek Rd, Placerville, CA 95667 (530) 626-9017	Fire District	BLS	X		No	Member of West Slope JPA
Georgetown Fire Protection District 6281 Main Street, Georgetown, CA 95634 (530) 333-4111	Fire District	BLS/ALS	X	X	Yes	The transport agreement is through the West Slope JPA, EDCEMSA is working with the ALS Fire response agencies on updating individual written agreements
Garden Valley Fire Protection District 4860 Marshall Rd. Garden Valley, CA (530) 333-1240	Fire District	BLS/ALS	X		Yes	Member of West Slope JPA
Lake Valley Fire Protection District 1286 Golden Bear Trail, South Lake Tahoe, CA 96150 (530) 577-3739	Fire District	ALS	X	X	Yes	The transport agreement is through the East Slope JPA, EDCEMSA is working with the ALS Fire response agencies on updating individual written agreements
South Lake Tahoe Fire Rescue 2101 Lake Tahoe Blvd. South Lake Tahoe CA 96150 (530) 542-6160	Fire District	ALS	X		Yes	Member of CalTahoe JPA
Meeks Bay Fire, operated by North Tahoe Fire Protection District 8041 Highway 89 Emerald Bay Road, Meeks Bay, South Lake Tahoe, CA 96150 (530) 525-7548	Fire District	ALS	X	X	Yes	North Tahoe Fire Protection District annexed the Meeks Bay (CSA # 3 East Shore) for fire services. EMS provided via agreement for ambulance transport.

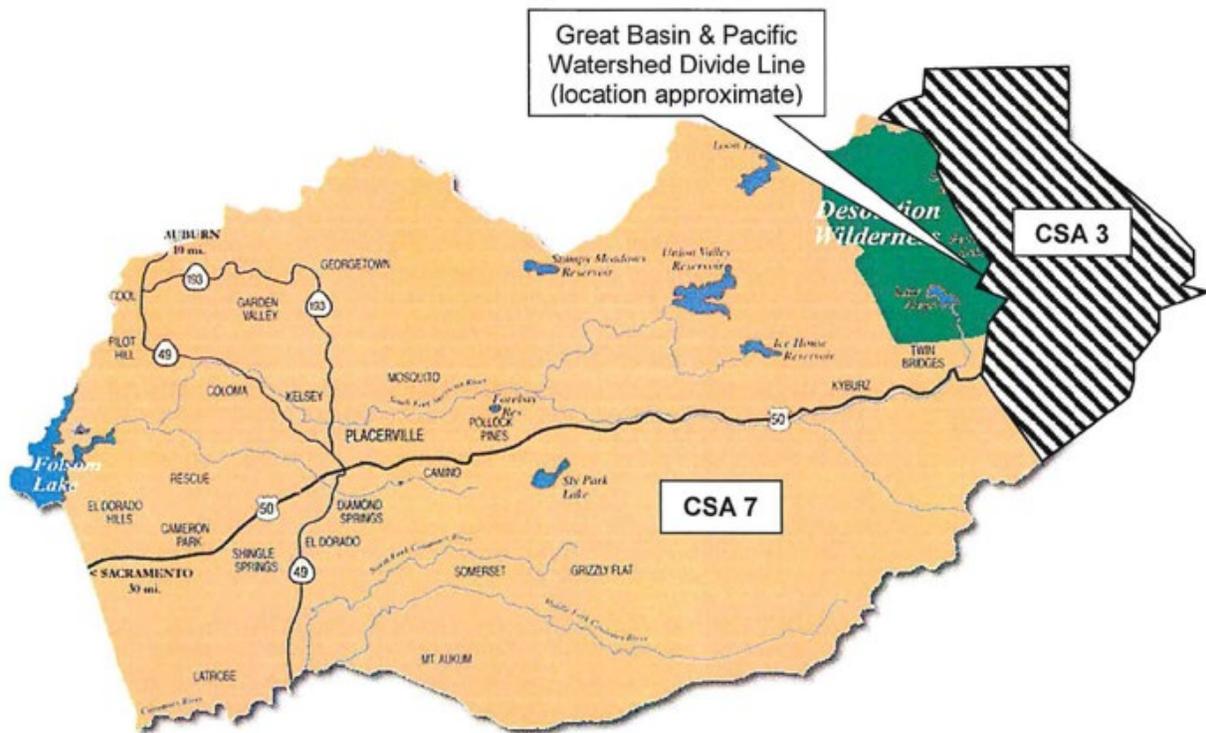
## El Dorado County Ambulance Zone Map

The following map depicts the ambulance service areas in El Dorado County

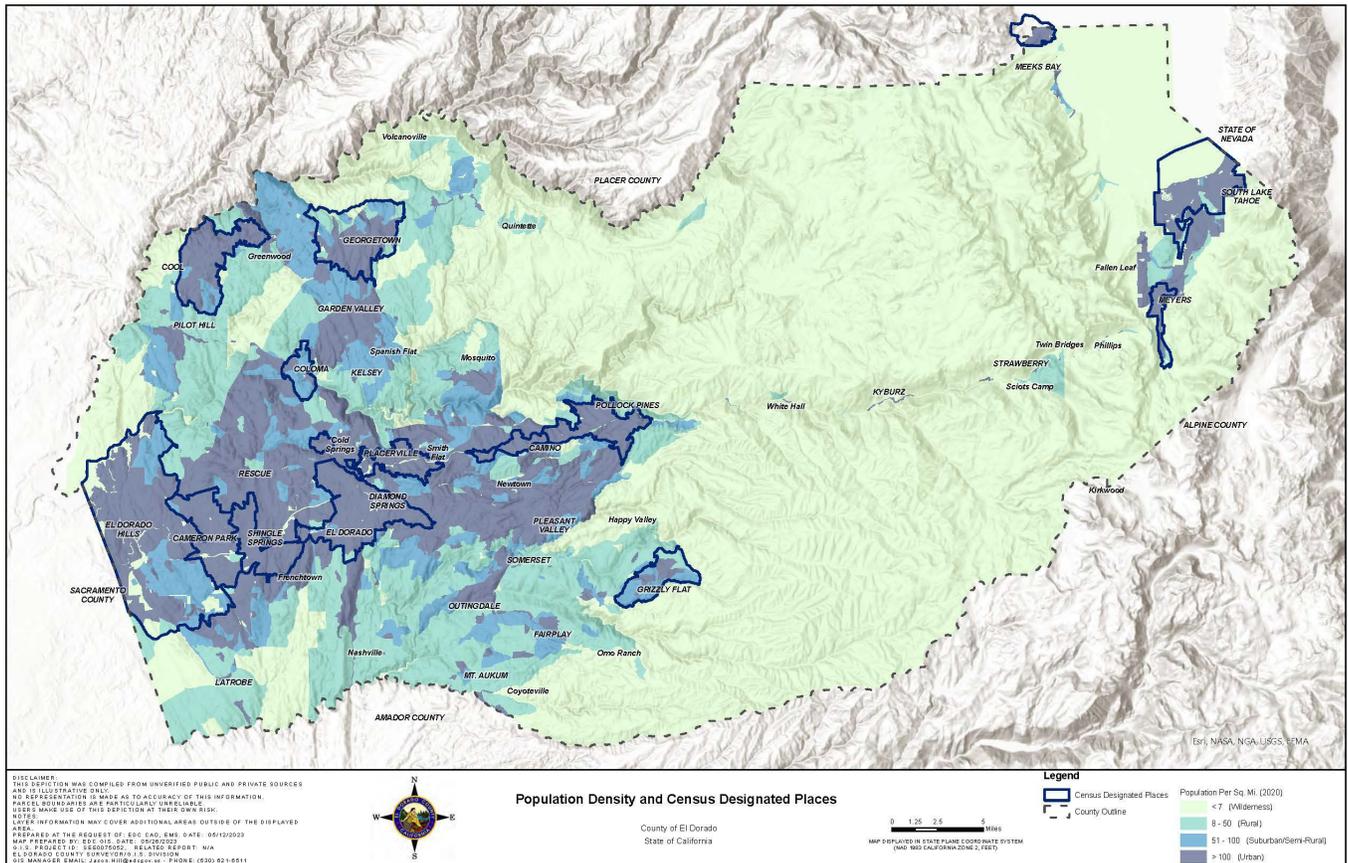
West Slope CSA7: Exclusive ambulance services are provided under a contract with El Dorado County Emergency Services Authority, a Joint Powers Authority (JPA), which is also known as the West Slope JPA established in 1997.

East Slope CSA 3: This area includes the Meeks Bay and Tahoma areas is an exclusive ambulance services are provided under a contract with California Tahoe Emergency Services Operations Authority, a Joint Powers Authority (JPA) established 2001, also known as the Cal Tahoe JPA or East Slope.

West Shore CSA 3: Non-exclusive ambulance services provided under a contract with North Tahoe Fire Protection District.



The map below illustrates the County of El Dorado map using 2020 US Population Density and Census Designated Places and the State EMS Authority definitions for urban, semi-rural, rural and wilderness as a guideline for establishing medical response times.



EXCLUSIVE OPERATING AREAS  
EMS PLAN - ZONE SUMMARY

In order to evaluate the nature of each area or subarea, the following information should be compiled for each zone individually.

<p><b>Local EMS Agency or County Name:</b> County of El Dorado EMS Agency</p>
<p><b>Area or subarea (Zone) Name or Title:</b> County Service Area No. 3 – South Shore Area</p>
<p><b>Name of Current Service Agency:</b> Include company name(s) and length of operation (uninterrupted) in specified area or subarea.</p> <p>Transport services have been contracted, after a competitive request for proposal process, to the Cal Tahoe Emergency Services Operations Authority (Joint Powers Authority comprised of South Lake Tahoe Fire Department, Fallen Leaf Lake and Lake Valley Fire Protection District). Cal Tahoe has been under contract to provide transport services since 2001. The current contract is through August 31, 2031.</p>
<p><b>Area or subarea (Zone) Geographic Description:</b> County Service Area No. 3 (CSA #3) – South Shore Area as set forth in official records of El Dorado County – eastern portion of El Dorado County including City of South Lake Tahoe; excluding CSA 3 Tahoe West Shore Area (Meeks Bay).</p>
<p><b>Statement of Exclusivity, Exclusive or non-Exclusive (HS 1797.6):</b> Include intent of local EMS agency and Board action.</p> <p>Exclusive Operating Area in accordance with H &amp; S Code 1797.224, the County conducted a competitive bidding process to select a provider. A contract was awarded to the Cal Tahoe JPA for the term of 9/1/21-8/31/31, with the option of a 5-year extension.</p>
<p><b>Type of Exclusivity, “Emergency Ambulance”, “ALS”, or “LALS” (HS 1797.85):</b> Include type of exclusivity (Emergency Ambulance, ALS, LALS, or combination) and operational definition of exclusivity (i.e., 911 calls only, all emergencies, all calls requiring emergency ambulance service, etc.).</p> <p>All Emergency and Non-Emergency ground ambulance service.</p>
<p><b>Method to achieve Exclusivity, if applicable (HS 1797.224):</b> <u>If grandfathered</u>, pertinent facts concerning changes in scope and manner of service. Description of current provider including brief statement of uninterrupted service with no changes to scope and manner of service to zone. Include chronology of all services entering or leaving zone, name or ownership changes, service level changes, zone area modifications, or other changes to arrangements for service. <u>If competitively determined</u>, method of competition, intervals, and selection process. Attach copy/draft of last competitive process used to select provider or providers.</p> <p>In February 2019, a competitive RFP process was approved by the EMS Authority to select a provider. On March 12, 2019, the Board of Supervisors selected Cal Tahoe JPA as the transport and dispatch contractor and authorized staff to initiate contract negotiations for the term of 9/1/21-8/31/31, with the option of a 5-year extension.</p>

EXCLUSIVE OPERATING AREAS  
EMS PLAN - ZONE SUMMARY

In order to evaluate the nature of each area or subarea, the following information should be compiled for each zone individually.

<b>Local EMS Agency or County Name:</b> County of El Dorado EMS Agency
<b>Area or Subarea (Zone) Name or Title:</b> County Service Area No. 3 – Tahoe West Shore Area (Meeks Bay area)
<b>Name of Current Service Agency:</b> Include company name(s) and length of operation (uninterrupted) in specified area or subarea. Transport services are contracted to North Tahoe Fire Protection District (out-of-county provider) which has been in operations in CSA No. 3 - Tahoe West Shore Area since prior to 1990.
<b>Area or Subarea (Zone) Geographic Description:</b> CSA No. 3 – Tahoe West Shore Area as set forth in official records of El Dorado County – northeastern portion of El Dorado County (Meeks Bay Area) excluding South Lake Tahoe Area.
<b>Statement of Exclusivity, Exclusive or Non-Exclusive (HS 1797.6):</b> Include intent of local EMS agency and Board action.  Non-Exclusive - County reserves the right to allow other ambulances to cross zones of responsibility if deemed necessary for the most efficient response.
<b>Type of Exclusivity, "Emergency Ambulance", "ALS", or "LALS" (HS 1797.85):</b> Include type of exclusivity (Emergency Ambulance, ALS, LALS, or Combination) and operational definition of exclusivity (i.e., 9-1-1 calls only, all emergencies, all calls requiring emergency ambulance service, etc.).  Non-Exclusive
<b>Method to achieve Exclusivity, if applicable (HS 1797.224):</b> If <u>grandfathered</u> , pertinent facts concerning changes in scope and manner of service. Description of current provider including brief statement of uninterrupted service with no changes to scope and manner of service to zone. Include chronology of all services entering or leaving zone, name or ownership changes, service level changes, zone area modifications, or other changes to arrangements for service.  If <u>competitively determined</u> , method of competition, intervals, and selection process. Attach copy/draft of last competitive process used to select provider or providers.  Not Applicable

EXCLUSIVE OPERATING AREAS

## EMS PLAN - ZONE SUMMARY

In order to evaluate the nature of each area or subarea, the following information should be compiled for each zone individually.

<b>Local EMS Agency or County Name:</b> County of El Dorado EMS Agency
<b>Area or Subarea (Zone) Name or Title:</b> County Service Area No. 7 – West Slope Area
<b>Name of Current Service Agency:</b> Include company name(s) and length of operation (uninterrupted) in specified area or subarea. The County contracts for transportation and dispatch services with the El Dorado County Emergency Services Authority (formerly known as the El Dorado County Regional Prehospital Emergency Services Operations Authority; also known as “West Slope JPA”).
<b>Area or Subarea (Zone) Geographic Description:</b> CSA #7- West Slope Area as set forth in official records of El Dorado County (western portion of El Dorado County)
<b>Statement of Exclusivity, Exclusive or Non-Exclusive (HS 1797.6):</b> Include intent of local EMS agency and Board action. Exclusive. The El Dorado County Board of Supervisors determined that the County met the grandfathering requirements in H & S Code 1797.224 for all emergency ambulance services within County Service Area 7. This determination was affirmed by the State EMS Authority in the Settlement Agreement, OAH Case No. 2019010199, dated July 18, 2019, approved July 23, 2019, by Administrative Law Judge.
<b>Type of Exclusivity, "Emergency Ambulance", "ALS", or "LALS" (HS 1797.85):</b> Include type of exclusivity (Emergency Ambulance, ALS, LALS, or Combination) and operational definition of exclusivity (i.e., 9-1-1 calls only, all emergencies, all calls requiring emergency ambulance service, etc.).  This area is a grandfathered exclusive operating area for emergency and non- emergency ambulance transports, and ambulance interfacility transports that originate and terminate in the County. The County is the sole provider of these services and has provided ambulance service in the same manner and scope since prior to January 1, 1981, pursuant to Health and Safety Code § 1797.224.
<b>Method to achieve Exclusivity, if applicable (HS 1797.224):</b> If Grandfathered, pertinent facts concerning changes in scope and manner of service. Description of current provider including brief statement of uninterrupted service with no changes to scope and manner of service to zone. Include chronology of all services entering or leaving zone, name or ownership changes, service level changes, zone area modifications, or other changes to arrangements for service. If competitively determined, method of competition, intervals, and selection process. Attach copy/draft of last competitive process used to select provider or providers.  The following facts are provided to identify the scope and manner of service for exclusivity: Under California Health and Safety Code section 1797.224, no competitive process is required to select a provider if the County’s provider continues in the same manner and scope in which services have been provided without interruption since January 1, 1981.

Since prior to January 1, 1981, and continuing without interruption through the present, the County has maintained full control over the provision of emergency medical services, inclusive of administration, finance, and billing of emergency medical services, separate and apart from County's role as the Emergency Medical Services Agency. At all times the County has provided funding, set transport fees, provided billing and collection services and billed under the County's own Medicare and Medi-Cal number. The County either itself employed ambulance staff, owned ambulances, provided dispatch, and purchased rolling stock or contractually arranged for the items through direct contract between the County and fire districts, or the joint powers authority created by the fire districts.

In 1999, the County's Board of Supervisors determined (i) that there were no other providers eligible to assert "grandfather" status pursuant to Health and Safety Code section 1797.224, (ii) that no fire district or city within El Dorado County CSA #7 was eligible to assert provider status pursuant to Health and Safety Code section 1797.201, and (iii) that the County could be "grandfathered" as the exclusive provider for CSA #7 for emergency ambulance transport services pursuant to Health and Safety Code section 1797.224. The State of California Emergency Medical Services Authority has acknowledged and agreed that pursuant to Health and Safety Code § 1797.224, the County qualifies as an entity that has provided emergency medical services and ambulance transport services in CSA No. 7 in the same manner and scope since January 1, 1981. (Settlement Agreement, OAH Case No. 2019010199, dated July 18, 2019, approved July 23, 2019, by Administrative Law Judge.)



EL DORADO  
COUNTY  
EMS AGENCY



2023-2024

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# Trauma System Update



The County of El Dorado EMS Agency is providing this Trauma System Status Report as required by Title 22, § 100253 (j).

## Trauma System Summary

In 1997, the State of California Emergency Medical Services Authority approved the initial El Dorado County Trauma Plan. The 1997 Trauma Plan was updated and revised in 2005, 2008, 2012, 2016 – 2022, and 2023-2024 to reflect current patterns of patient care and transport, changing demographics, continued designation of two Level III Trauma Centers, the ongoing goal of reducing mortality and morbidity of injured patients in El Dorado County, and to provide an overview of the continuum of trauma care within, as well as outside, El Dorado County.

## Changes in Trauma System

Improvements to the El Dorado County trauma system since the 2016-2022 Trauma Plan update include:

- Marshall Medical Center (MMC) maintaining designation as an ACS Verified Level III Trauma Center.
- Barton Memorial Hospital (BMH) maintaining designation as an ACS Verified Level III Trauma Center.
- Both hospitals are reporting Trauma Data through the use of TraumaOne software Program to the State on a quarterly basis.
- All EMS policies regarding trauma have been reviewed and reflect current ACS guidelines and evidence-based medicine.

## Number and Designation Level of Trauma Centers

There are two hospitals located in El Dorado County. Due to geography, weather conditions, and population considerations, both hospitals serve as primary receiving facilities for Level III Trauma patients. To ensure optimal patient care and treatment, both hospitals currently maintain active trauma treatment programs and fully participate in trauma registry activities. Both hospitals have continued to have successful reverifications by the American College of Surgeons.

- Marshall Medical Center – Level III Trauma hospital in Placerville, CA
- Barton Memorial Hospital – Level III Trauma hospital in South Lake Tahoe, CA

## Trauma System Goals and Objectives

### A. *Objective 1 – Level III Trauma Center Designation*

- Maintain agreements with both Level III Trauma Centers
- Approve Level III Trauma Center status (if supported by ACS review)



*B. Objective 2 – Trauma System Evaluation*

Ensure objective evaluation of the trauma care system through careful analysis of patient outcome data from local and regional hospitals through the following committees and processes:

- Marshall Medical Center Trauma Operational Review Committee;
- Marshall Medical Center Multidisciplinary Trauma Review Committee;
- Barton Memorial Hospital Trauma Operational Committee;
- Barton Memorial Hospital Multidisciplinary Trauma Review Committee,
- LEMSA Continuous Quality Improvement Committee (CQIC);
- LEMSA Medical Advisory Committee (MAC).

*C. Objective 3 – Trauma System Cost-Effectiveness*

Evaluate trauma system cost-effectiveness through the following methods:

- Monitor and evaluate costs of providing trauma services every two years;
- Seek grant funding for un-reimbursed trauma care costs, when available;
- Encourage regular economic analysis of trauma costs by hospitals.

*D. Objective 4 – Public Awareness and Information*

Promote public awareness and information regarding trauma services:

- During EMS Week, the EMS Agency works closely with both base hospitals, ALS service agencies, and other community partners to promote public awareness of EMS and trauma services, as applicable.

*E. Objective 5 – Injury Prevention*

Encourage existing programs in El Dorado County to continue to provide and expand public education to prevent injury:

- Car seat use and proper installation;
- Bicycle safety helmet use;
- Senior Fall Prevention Programs;
- “Stop The Bleed Program”;
- CPR and First Aid training programs, including American Heart Association “Hands Only” CPR training.



- Public Safety and Layperson AED Programs.

#### F. *Objective 6 – Pediatric Care*

Enhance and improve the quality of pediatric trauma treatment provided in El Dorado County.

- Provide available Richie Funding for both hospitals to increase and improve access to pediatric services through training and equipment enhancements.
- Encouraging Barton Memorial Hospital and Marshall Medical Center to become Emergency Department Approved for Pediatrics (EDAP). This is still a developing level of care for both hospitals.

#### G. *Objective 7 – National Trauma Inclusion Criteria Policy*

Maintain the EDC policy defining the minimal inclusion criteria for “trauma patient” for the trauma registry utilizing the State Minimum Trauma Registry Inclusion Criteria for trauma centers:

- ICD-10-CM: ICD-10-CM: S00-S99, T07, T14, T20-T28, T30-T32 and T79.A1-T79.A9, **and**
- Admitted based on our trauma registry inclusion criteria, transferred to another hospital, or
- Injury resulted in Death; **or**
- Transfer for trauma services via EMS or Air Ambulance (reference: California EMS Information System (CEMSIS) – TRAUMA, 2017 Admissions Inclusion Criteria. Based on the 2019 Admission NTDB Dictionary.)

### Changes to Implementation Schedule

#### A. *Trauma Plan*

- Submit Trauma Plan Update to EMS Authority for approval May 2025

#### B. *Trauma Data Collection System*

- Both Hospitals reporting trauma Data to the trauma registry January 2015
- Both Hospitals are reporting trauma data March 2015
- Both Hospitals continue to report trauma data December 2024

#### C. *Objective 1 – Trauma Center Designation (Both Hospitals)*

- Re-verified (Barton extensions due to COVID/Caldor Fire for 20-21) 2023-2024



- Reverification upcoming (Barton 2025; Marshall 2026) 2025-2029

*D. Objective 2 – Trauma System Evaluation*

- Conduct continuous quality improvement and system evaluation Ongoing
- Review Quarterly Trauma Reporting from both Trauma Hospitals Ongoing
- Review Monthly TraumaOne data at the CQIC Meeting Ongoing

*E. Objective 3 – Trauma System Cost-Effectiveness*

- Analyze and evaluate trauma system cost-effectiveness Ongoing
- Seek grant funding for unreimbursed trauma costs Ongoing

*F. Objective 4 – Public Awareness and Information*

- Promote public awareness and information regarding trauma services Ongoing

*G. Objective 5 – Injury Prevention*

- Encourage programs to provide public education to prevent injury Ongoing

*H. Objective 6 – Pediatric Care*

- Encourage Barton Memorial Hospital and Marshall Medical Center to become Emergency Department Approved for Pediatrics (EDAP). Ongoing

*I. Objective 7 - Minimal Trauma Inclusion Criteria Policy*

- Continue to monitor Marshall and Barton Trauma Inclusion Criteria in accordance with CEMSIS and NEMSIS data standards Quarterly

**System Performance Improvement**

In accordance with 22CCR§100258, Trauma Data provided by Marshall Medical Center (MMC) and Barton Memorial Hospital (BMH) is reviewed through Medical Advisory Committee (MAC) meetings, reviewed by the EMS Agency Medical Director and through sentinel event analysis submissions. The Trauma data provided by MMC & BMC includes triage criteria, activation of trauma teams, EMS & ED volume trending, disposition from the Emergency Department (ED) for cardiac, stroke and pediatric patients, and the trending of out-of-county trauma transports.

**Other Issues**

None

# El Dorado County EMS Agency STEMI Plan Update 2023 - 2024

## Introduction

El Dorado County does not have any STEMI designated centers within the county. Both Barton Memorial Hospital and Marshall Medical Center are base hospitals guiding prehospital care providers on STEMI activations. Patients meeting STEMI criteria may be transported directly to a STEMI receiving hospital outside El Dorado County after base hospital consultation and in accordance with EDCEMSA policy. The goal of El Dorado’s STEMI Critical Care System is to provide quality clinical care that is evidence-based, striving to achieve the best outcomes for our patients.

## STEMI System Summary Update

El Dorado County hospitals, Marshal Medical Center and Barton Memorial Hospital, act as STEMI referral centers, although at this time they have not been formally recognized.

## STEMI Identification:

STEMI patients are identified in the prehospital setting according to EDCEMSA Policy Chest Pain/Acute Coronary Syndrome (ACS). EDCEMSA Policies & Procedures may be found online by going to: [EL DORADO COUNTY EMS Approved: SECTION SIX / PROTOCOLS EMS Medical Director](#)

## STEMI Center Point of Entry:

STEMI patient destination and procedure is defined in the EDCEMSA Policy above.

## STEMI Center Designation:

There are no STEMI designated receiving centers in El Dorado County. EDCEMSA has recognized STEMI receiving centers outside the County within a 45-minute catchment area. The following hospitals are the approved SRCs: UC Davis, Sutter Roseville, Mercy San Juan, Carson Tahoe, all of which have a helipad, and Kaiser Roseville, Sutter Medical Center (Sac), and Mercy General, that only receive STEMI patients by ground transport. If the transport time is greater than 45 minutes patients will be transported to an in-county hospital.

Hospital	STEMI
Mercy San Juan Folsom	Yes
Kaiser Permanente Roseville Medical Center	Yes
UC Davis Medical Center	Yes
Sutter Roseville Medical Center	Yes
Sutter Medical Center Sacramento	Yes
Mercy General Hospital	Yes
Carson Tahoe Regional Medical Center	Yes

**Accomplishments:**

In light of the modest sample size and minimal exception criteria, EDCEMSA continues to improve compliance with these measures year over year through training, peer-to-peer guidance and other CQI processes.

ACS-1 and ACS-4 compliance goals for the 2023-2024 STEMI Critical Care System. Below is a table that identifies year over year improved compliance:

**STEMI data:**

	2022		
Transport Provider	Primary/ Secondary Impression	ACS-1 ASA	ACS-4 ALERT
East Slope	6	4	4
West Slope	50		
Total	56		
<b>Compliance</b>		<b>87.50%</b>	<b>62.50%</b>

2023			2024		
Primary/ Secondary Impression	ACS-1 ASA	ACS-4 ALERT	Primary/ Secondary Impression	ACS-1 ASA	ACS-4 ALERT
Total Test Count	932	88	Total Test Count	1166	115
Raw Test Pass	664 (71.24%)	65 (73.86%)	Raw Test Pass	800 (68.61%)	85 (73.91%)
Adjusted Test Pass Count	810	74	Adjusted Test Pass Count	1053	98
<b>Compliance</b>	<b>86.91%</b>	<b>84.09%</b>	<b>Compliance</b>	<b>90.31%</b>	<b>85.22%</b>

**STEMI System Goals and Objectives FY 2025**

The goals for the El Dorado County STEMI system in 2025 are identified below and support EDCEMSA overall goal to engage all system participants and ensure compliance with California State statute and regulations.

1. Explore development of an agreement with Marshall Medical Centers as a STEMI Referral Center.
2. Explore development of an agreement with Barton Memorial Hospitals as a STEMI Referral Center.
3. Identify STEMI performance standards based on the AHA guidelines for hospitals and pre-hospital providers.
4. Identify and collect data from hospitals and prehospital providers that support the CQI process to measure performance that is focused on improving STEMI care in El Dorado

County.

5. Submit STEMI data as part of EDCEMSA Core Measures.
6. Review and Identify STEMI patient catchment patterns and determine the flow of STEMI patients into EDCEMSA STEMI centers and work with Counties in neighboring jurisdictions to develop memorandum of understanding to ensure access to STEMI care and inter-county STEMI transfer agreements with neighboring EMS Agencies as necessary.
7. Report and track progress of these STEMI system goals at the Medical Advisory Committee (MAC) and Continuous Quality Improvement (CQI) meetings.

# El Dorado County EMS Agency Stroke Critical Care System Plan 2023 - 2024

## Stroke System Summary

The California Emergency Medical Service Authority (EMSA) developed the stroke system of care regulations for California with the goal to reduce morbidity and mortality from acute cerebrovascular accidents by improving the delivery of emergency medical care within local communities in California. EDCEMSA, per Title 22, Division 9, Chapter 7.2, Article 2 § 100270.220 of the California Code of Regulations has developed a Stroke Critical Care System Plan. The primary focus of the plan is to provide guidelines to facilitate the early recognition of patients suffering from an acute stroke, and to expedite their transport to a center able to provide definitive care within an appropriate time window.

EDCEMSA Stroke Critical Care System is based on current evidence-based guidelines, best practices, and a shared commitment to excellence. A system approach to stroke care begins in the prehospital setting with rapid identification of stroke symptoms by EMS providers, continues into the Emergency Department (ED) of a stroke referral or receiving center with rapid identification, treatment, and continues throughout the patient’s hospital stay and rehabilitation. Committed participation in the Stroke Critical Care System by all stakeholders is a key component to optimizing and improving patient outcomes.

This Stroke Critical Care System Plan seeks to identify and promote efforts of effective communication and collaboration, provide an inclusive organized approach to identifying performance measures, and create a consistent standard of high-quality patient care and continued performance improvements.

There are two Base Hospitals in El Dorado County, Marshall Medical Center, serving Placerville and the surrounding area of CSA 7, and Barton Memorial Hospital serving the South Lake Tahoe basin and CSA 3. Both facilities meet the requirements set forth in Title 22 § 100169 and Marshall Medical Center is recognized as a Primary Stroke Center.

In 2023 there were 677 number Stroke cases and 678 number in 2024. The table below identifies the stroke referral and receiving centers in El Dorado County and surrounding area.

Hospital	Stroke
Marshall Medical Center	Primary
Mercy Hospital Folsom	Primary
Kaiser Permanente Roseville Medical Center	Primary
UC Davis Medical Center	Comprehensive

Sutter Auburn Faith Hospital	Primary
Sutter Roseville Medical Center	Thrombectomy-capable center
Renown Regional Medical Center	Comprehensive
Sutter Medical Center Sacramento	Thrombectomy-capable center
Mercy General Hospital	Primary
Carson Tahoe Regional Medical Center	Primary
Mercy San Juan Medical Center	Primary
Kaiser Permanente, Sacramento Medical Center	Primary
Kaiser Permanente, South Sacramento Medical Center*	Comprehensive

\*Specialty care services are outside of El Dorado County EMS catchment area

## Stroke Plan

### **Stroke Identification:**

Stroke patients are identified in the prehospital setting according to EDCEMSA Prehospital Protocols – STROKE may be found online by going to:

<https://www.eldoradocounty.ca.gov/files/assets/county/v/1/documents/public-safety-amp-justice/wildfire-amp-disaster/emergency-medical-services/stroke.pdf> This protocol was reviewed and updated in March 2024.

### **Stroke Center Point of Entry:**

Stroke patient destination is defined in the EDCEMSA Point of Entry Policy

<https://www.eldoradocounty.ca.gov/files/assets/county/v/1/documents/public-safety-amp-justice/wildfire-amp-disaster/emergency-medical-services/stroke.pdf> Patients who show signs and symptoms of stroke must be treated as a time-sensitive emergency and should be transported without delay to the closest institution that provides emergency stroke care. (All EDs that serve as closest receiving facilities for El Dorado County provide emergency stroke care). EDCEMSA Field Policy – Patient Destination can be found at:  
<https://www.eldoradocounty.ca.gov/files/assets/county/v/1/documents/public-safety-amp-justice/wildfire-amp-disaster/emergency-medical-services/24patient-destination.pdf>

### **Stroke Center Designation:**

Currently EDCEMSA has not implemented a process to designate Stroke referral or receiving centers. EDCEMSA recognizes Marshall Medical Center as a Primary Stroke Center receiving approval from the Joint Commission.

### **Stroke System Goals and Objectives for 2025**

The goals for the El Dorado County Stroke system in 2025 identified below and support EDCEMSA overall goal to engage all system participants and ensure compliance with California State statute and regulations.

- 1) Explore development of an agreement with Marshall Medical Centers as a Stroke Receiving Center.

- 2) Explore development of an agreement with Barton Memorial Hospitals as a Stroke Referral Center.
- 3) Identify stroke performance standards based on the AHA guidelines for hospitals and pre-hospital providers.
- 4) Identify and collect data from hospitals and prehospital providers that support the CQI process to measure performance that is focused on improving stroke care in El Dorado County.
- 5) Submit stroke data as part of EDCEMSA Core Measures.
- 6) Review and Identify Stroke patient catchment patterns and determine the flow of Stroke patients into EDCEMSA Stroke centers and work with Counties in neighboring jurisdictions to develop memorandum of understanding to ensure access to Stroke care and inter-county Stroke transfer agreements with neighboring EMS Agencies as necessary.
- 7) Report and track progress of these stroke system goals at the Medical Advisory Committee (MAC) and/or Continuous Quality Improvement (CQI) meetings.

# El Dorado County EMS Agency

## CQI Plan Update

### 2023-2024

#### Introduction

The goal of El Dorado County's Emergency Medical Services Agency (EDCEMSA) Continuous Quality Improvement (CQI) Plan is to ensure that the highest quality emergency medical care is provided throughout our EMS system. EDCEMSA's CQI Plan is updated annually. Goals for the upcoming year are identified by a retrospective analysis, planning, and forecasting future changes focusing on best practices. The CQI Plan update is shared annually with our stakeholders and requires a comprehensive approach to quality improvement and includes participation of all key system participants. The EMS Agency staff in collaboration with our system stakeholders leads the quality improvement efforts and activities. The EMS Agency staff participate in quality improvement activities pertinent to their respective assigned areas of responsibility. The agency routinely audits records pertaining to clinical care, patient care documentation and physically inspects 911 system medical response apparatus, including on-board supply and inventories to assure compliance with medical control requirements.

Quality improvement is a key and detailed component of on-going contractual agreements with the first fire responders, the ambulance providers JPAs, base hospitals and specialty care centers. For EMS purposes, the County of El Dorado is geographically divided by the Sierra-Nevada Mountain range into two Community Service Areas (CSAs). Ambulance transportation on the West Slope of the County (CSA 7) is provided under contract with the El Dorado County Emergency Services Authority (West Slope JPA), ambulance transportation services on the East Slope of the County (CSA 3) are provided by the Cal Tahoe Emergency Services Operations Authority (East Slope JPA) and North Tahoe Fire Protection District. Both CSAs are also served by several ALS and BLS first response agencies, as well as air ambulance services and non-emergency transport providers.

County Base Hospitals include Marshall Medical Center, serving Placerville and the surrounding area of CSA 7, and Barton Memorial Hospital serving the South Lake Tahoe basin and CSA 3. Both facilities meet the requirements set forth in Title 22 § 100169 and are both ACS Level III Trauma Centers with Marshall Medical Center also recognized as an AHA Primary Stroke Center. When appropriate, patient condition and/or patient preference, County provider agencies may also transport directly to facilities in neighboring counties, such as Mercy Hospital of Folsom (Sacramento County), UC Davis Medical Center (Sacramento County) or Kaiser Permanente Roseville (Placer County) among others.

All the stakeholders listed participate in the EDCEMSA CQI process; whether submitting cases for review, serving on CQI subcommittees or implementing agency level CQI plans as required under their contract with the County.

#### Structure and Organization

EDCEMSA serves as the designated Local Emergency Medical Services Agency (LEMSA) for the County of El Dorado in accordance with Health and Safety Code 2.5 Chapter 4, Article 1, § 1797.200.. Under the authority of the Chief Administrative Officer, direction of the EMS Administrator/Manager and clinical

oversight of the Medical Director, EDCEMSA facilitates and supervises the delivery of emergency medical services in the County of El Dorado through several processes, including, but not limited to:

- Serve as an advocate for patients
- Collaborate with others to ensure a unified, collaborative approach to patient care
- Implement, evaluate, and provide feedback regarding California EMS statutes and regulations, as well as provide Medical Control for the EMS system
- Certify EMTs and provide local accreditation for Paramedics
- Authorize, evaluate, and develop local EMS training programs
- Develop, approve, and evaluate medical treatment protocols and policies for the EMS Agency and system stakeholders
- Establish and maintain EMS communication systems
- Develop and Oversee contracts and agreements with provider agencies
- Designate and evaluate base hospital, 911 receiving hospitals and specialty care centers
- Lead County Emergency Operations Center (EOC) Medical Health Branch activities via the Medical Health Operational Area Coordination (MHOAC) program
- Designate and evaluate hospital specialty care centers
- Facilitate and provide oversight of EMS system quality improvement program
- Collect, analyze, and report data to the California Emergency Medical Services Authority (EMSA)
- Provide 24/7 EMS system level coordination and oversight during disasters via County EMS MHOAC Duty Officer

The EMS System Goals are principally to reduce morbidity and mortality from illnesses and injuries through both prevention and the delivery of high-quality patient care. This is achieved by:

- Developing and maintaining methods of evaluation focusing on identifying the root cause and solving the problem to root
- Continuously searching for opportunities to improve, educate, and resolve problems prospectively
- Striving for effective communication with our stakeholders
- Educating EMS system stakeholders regarding the importance of the quality improvement process

### **Stakeholders**

The EMS System depends on many different elements working seamlessly, from an informed public able to recognize medical emergencies to a network of public safety communication centers, fire departments, ambulance providers, and hospitals, all part of an organized system to provide specialized care to sick or injured individuals.

### **CQI Strategy**

The structure of the EMS system lends itself to communication and coordination of all quality improvement activities. EDCEMSA utilizes various committees to assist with the planning and implementation of the many components of our local EMS system. These committees are multi-disciplinary and are composed of key system stakeholders. Committees have been structured to provide

EDCEMSA with both system/operational and medical guidance promoting highly functional systems. The committees include the following:

- Medical Advisory Committee (MAC)
- Continuous Quality Improvement Committee (CQIC)
- Paramedic Advisory Committee (PAC)

The Medical Advisory Committee (MAC) advises EDCEMSA, including the EMS Agency Medical Director, on medical policies, procedures and protocols and provides a forum for communication between prehospital emergency medical care providers and receiving hospitals. The committee serves as the system's Quality Technical Advisory Committee for clinical issues between receiving hospitals and prehospital providers. The MAC also functions as the system's Trauma, STEMI and Stroke Advisory Committee.

The Continuous Quality Improvement Committee (CQIC) is a peer-based quality improvement committee that develops, and monitors identified key clinical performance indicators (KPIs), as well as provides input for clinical protocols, policies and procedures pertaining to prehospital emergency care provided in El Dorado County. The committee is a forum for issue identification, discussion and resolution utilizing system data, benchmarks and evidence-based practices. All EMS provider agencies, County base hospitals and the frequented receiving centers in Sacramento and Placer Counties are active participants.

The Paramedic Advisory Committee (PAC) is a venue for paramedics and other EMS system stakeholders to review and revise protocols, procedures and field policies.

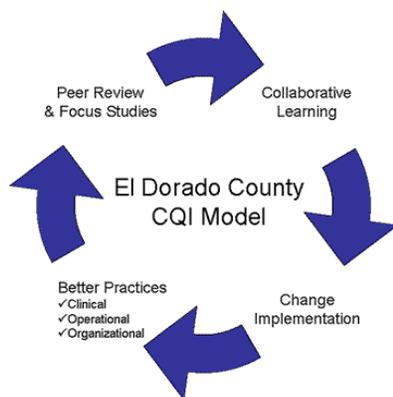
During the quarterly meetings, CQIC addresses several standing items from the perspective of the various stakeholders. Typical agendas cover:

- Noteworthy incidents or challenges from the field,
- Trauma and Stroke Committee Reports from the specialty care hospitals,
- Updates from the receiving centers,
- Trends,
- Training needs identification,
- LEMSA updates (changes in policy, pending legislation, etc.)

The core mandate of the CQIC is to assess the state of EMS operations within the County, identify matters that warrant greater attention and form solutions to problems that can be addressed at the committee level. The CQIC may also resolve to form temporary subcommittees to explore specific topics and may pass recommendations up to the Medical Advisory Committee (MAC) when a proposed solution implies a change in clinical care policy.

The work of the CQIC is central to the CQI process, as committee deliberations (and those of any appointed subcommittees) are where system challenges and solutions are characterized and addressed. When the CQIC recommends that EDCEMSA implement change, EDCEMSA utilizes the standard 'Plan, Do, Study, Act' model to bring the change into effect.

CQI committee meetings are open to all field personnel. EDCEMSA is committed to the scientific analysis of prehospital care data for the purpose of improving patient care. The Continuous Quality Improvement policy and the CQI Medical Event Report can be found at: [SYSTEMS 8 - GUIDELINE FOR FIELD TRAINING OFFICERS](#)



### **CQI Event Review**

EDCEMSA addresses potential EMS quality issues through the CQI Event Review process. This process allows system stakeholders (hospitals, providers, LEMSA, etc.) to call attention to any incident or occurrence which, in the opinion of the notifying stakeholder, warrants further attention and/or explanation.

The process extends toward EMS system improvement through:

- Constructive communication,
- Non-punitive peer review, and
- Professional development

### **Review Process**

The process of reviewing an event begins with a system stakeholder filling out the CQI Event Review Form. Once received, the case is transmitted according to the sequence outlined below:

1. Event review form is submitted to EDCEMSA.
2. EDCEMSA conducts a brief review of the case to rule out the need for urgent corrective action.
3. If the event is not urgent, EDCEMSA conveys the Event Review Form to the provider agency for internal review, provides EDCEMSA with a reply and recommends corrective action if necessary.
4. EDCEMSA Medical Director reviews provider agency's reply and recommended corrective action and either approves action or provides additional requirements to the provider agency.
5. Provider's reply and the EMS Agency Medical Director's findings are communicated back to the originator of the Event Review Form.

### **Follow Up**

Should the originator feel that the occurrence links to a broader issue, or if they want the matter examined more collectively, they retain the discretion to anonymize incident details and present the case to the CQI Committee. EDCEMSA retains all documentation pertaining to each Event Review for one year after initial submission.

**Indicators**

Pursuant to CCR Title 22, Division 9, Chapter 12, Sections 100400 and 100404, EDCEMSA tracks established indicators of system performance which may be clinical or operational. Clinical indicators are tracked primarily through the County ePCR platform (ImageTrend Elite) with compliance quantitatively measured in the FirstWatch software suite. Operational indicators (while also quantitative) are evaluated according to the descriptions in the table.

**Clinical Indicators**

Abbreviations bound in parentheses () denote either past or current Core Quality Measures.

<b>ACS/STEMI</b>	
<b>Measure</b>	<b>Expectation</b>
Aspirin (ACS-1)	Administration of aspirin shall be documented in the medication administration field of the ePCR <b>UNLESS</b> aspirin is also documented as an allergy.
Nitroglycerin	<b>IF</b> systolic BP is > 90 <b>AND</b> erectile dysfunction meds <u>are not</u> documented in the patient’s history <b>AND</b> nitroglycerin <u>is not</u> documented as an allergy, <b>THEN</b> nitroglycerin administration shall be documented in the medication administration field of the ePCR.
12-lead ECG	A 12-lead ECG obtained within 10 minutes of patient contact and shall be documented in the procedures field of the ePCR. If the initial tracing is non- diagnostic, providers will perform additional captures to ensure that a clear ECG with legible waveforms is included as an attachment.
Transport to SRC (ACS-5)	<b>IF</b> STEMI is confirmed, STEMI Center (24/7) or ‘Cardiac-STEMI’ shall be documented as the ‘hospital designation’ in the ‘Destination info’ section of the ePCR.
<b>CVA</b>	
Last Known Well	The ‘Date/Time Last Known Well’ field of the ePCR shall be populated with a date/time value OR ‘Unable to Complete’
Stroke Scale (STR-1)	A stroke scale score of either ‘Positive’, ‘Negative’, ‘Non-Conclusive’ or ‘Unable to Complete’ will be documented in the designated ePCR field.
Stroke Alert	IF stroke scale score is ‘Positive’, AND LKW < 6 hours THEN the ‘Destination Team Pre-Arrival Alert or Activation’ field of the ePCR shall be populated with ‘Yes-Stroke’
BGL (STR-2)	At least one blood glucose level, expressed as either a numeric value or high/low, shall be entered into at least one of the complete sets of vital signs documented.
<b>Trauma</b>	
Scene Time (TRA-1)	The documented difference between ‘Time at Scene’ and ‘Time Depart Scene’ shall be 10 minutes or less.
Transport to Trauma Center (TRA-2)	IF Trauma Criteria are met, THEN ‘Trauma Center (L1, L2 or L3)’ shall be documented as the ‘hospital designation’ in the ‘Destination info’ section of the ePCR.

<b>Pediatrics</b>	
Resp Assessment (PED-3)	IF the provider's primary or secondary impression is "Respiratory Distress/Other" or "Respiratory Distress/Bronchospasm", THEN a numerical SpO2 percentage AND respiratory rate AND any value in either the 'Chest/Lungs Assessment' OR 'Chest Exam Details' shall be entered in the designated section of the ePCR.
<b>Refusal/AMA</b> (see also: Risk Management' section of the Operational Indicators table)	
Blood Pressure	At least one systolic blood pressure (numerical value) shall be documented in the designated ePCR field.
Pulse	At least one pulse rate (numerical value) shall be documented in the designated ePCR field.
Respiratory Rate	At least one respiratory rate (numerical value*) shall be documented in the designated ePCR field.
GCS	A GCS of <b>15</b> shall be documented in the designated ePCR field.
Name	Patient's first and last name shall be documented in the designated ePCR fields.
Address	Patient's home address shall be documented in the designated ePCR field, ensuring it is distinguished from the incident location when the two are not the same. If patient refuses to furnish an address, ' <i>Refused</i> ' shall be entered on the first address line.
<b>Universal</b> (All medical dispatches resulting in transport are evaluated for the following)	
Vital Signs	Two (2) complete sets of vital signs shall be documented in the designated ePCR field. "Complete" means specific values for: <ul style="list-style-type: none"> <li>• BP (systolic and diastolic)</li> <li>• Heart rate</li> <li>• Respiratory rate</li> <li>• SpO2</li> </ul>
History	Patient's medical history shall be documented within the designated ePCR field.
Medications	Patients' current medications shall be documented in the designated ePCR field.
Allergies	Patient's allergies (or lack thereof) shall be documented in the designated ePCR field.
Oxygen	IF SpO2 is <94%, oxygen administration shall be documented in the medication administration field of the ePCR.
Hypoglycemia (HYP-1)	IF BGL is <60 AND 'Primary Impression' = 'hypoglycemia', treatment for hypoglycemia shall be documented in the medication administration field of the ePCR (if dextrose or glucagon) or in the procedure field of the ePCR (if assisted pt with oral intake).

**Operational Indicators**

Indicator Category	What's measured?	How measured?	How is necessary change affected?
1. Personnel	1.a. Currency of credentials	1.a.1. Verified by LEMSA upon accreditation and re-accreditation. Ensured by provider agencies pursuant to contract/agreement.	1.a.1.1. Provider agency contractually obligated to ensure all staff maintain current credentials.
	1.b. Protocol adherence	1.b.1. Verified by LEMSA through automated ePCR audit and subsequent review.	1.b.1.1. Initially, through direct communication between LEMSA and provider. Followed up, as needed, by internal processes at agency level.
2. Equipment and Supplies	2.a. Appropriateness of current DME	2.a.1. CQI Event Reporting. Relaying anecdotes from the field.	Provider agencies may request changes to the approved equipment list. Upon confirmation of safety, efficacy and label indications, the Medical Director may authorize the change.
	2.b. Equipment failures	1. Internal processes for provider owned equipment. 2. CQI Event Reporting for LEMSA owned equipment, or contractor equipment in cases of harm ( <i>or possible harm</i> ) to patient or provider.	1. Provider agency to determine, based on available alternatives. 2. LEMSA investigates possible 'Sentinel Event' to rule out operator error and conclude root cause. If necessary, equipment deemed faulty are removed from service with supplier and manufacturer follow up as required.
	2.c. Consumable shortages	2.c.1 Communications from suppliers or provider agencies.	2.c.1.1 Other vendors are contacted to source alternate supplies. Where none can be located, Medical Director may authorize temporary changes to formulary or protocols ( <i>i.e., dilution of Epi 1:1000 due to shortages of 1:10,000</i> )

<b>3. Documentation</b>	3.a. Provider compliance with Title 22, Ch.9 Sec. 100171	3.a.1. Automated review of all ePCRs based on criteria aligning with Sec.100171, followed by manual review when non-compliance is flagged. Provider compliance data retained.	3.a.1.1. Initially, through direct communication between LEMSA and provider. Followed up, as needed, by internal processes at agency level.
	3.b. Provider use of NEMSIS/CEMSIS data fields for proper data capture.	3.b.1. Automated review of all ePCRs based on Core Quality Measures, followed by manual review when numerator criteria are not met. Provider compliance data retained.	3.b.1.1. Initially, through direct communication between LEMSA and provider. Followed up, as needed, by internal processes at agency level.
	3.c. ePCR completeness for reimbursement.	3.c.1. Billing technician manually reviews all ePCRs for data validity and adherence to industry standards.	3.c.1.1. Direct communication for crews with instructions on the edits required.
<b>4. Skills</b>	4.a. Success rates of commonly used skills (i.e., intravenous cannulation).	4.a.1. Providers audited at re-accreditation (and at random) for success rates compared to internal and external averages.	4.a.1.1. On review of LEMSA audit, contracted providers facilitate remediation training as needed.
	4.b. Judgement and outcomes in cases involving infrequently used skills (i.e., needle decompression)	4.b.1. All ePCRs are auto-scanned for procedures, meds and text references to high- risk/low-frequency skills and manually reviewed to assess clinical judgement, efficacy, and outcome.	4.b.1.1. Any trends noted are presented to the CQI Committee for consideration of training needs or points of emphasis for annual skills sign-off.
<b>5. Transportation / Facilities</b>	5.a. Code 3 returns	5.a.1. LEMSA tracks code 3 returns according to the terms set out in Core Quality Measure RST-5	5.a.1.1. If deviation from the State mean should exceed 5%, the CQI committee would look to identify the dependent variable(s) and take appropriate action.
	5.b. Response Times	5.b.1. LEMSA tracks response times via 24/7 monitoring of East and West CAD systems. Both contracted transport providers submit monthly aggregate data.	5.b.1.1. Contracts with transport providers set maximum response time criteria and assign responsibility for acknowledging and correcting deviations. LEMSA may issue penalties and/or assess the incumbent

			accordingly during any subsequent RFP.
<b>6. Public Education and Prevention</b>	6.a. Public AED program	6.a.1. LEMSA receives new public AED applications.	6.a.1.1-2. LEMSA may make changes to the public AED program in consultation with stakeholders and in accordance with relevant State and local law.
		6.a.2. LEMSA collects data from AED usage and collates the report with the patient's electronic health record.	
<b>7. Risk Management</b>	7.a. HIPAA Vulnerability	7.a.1. LEMSA conducts a protected health information Hazard Vulnerability Analysis (HVA) every year, to identify reducible risk.	7.a.1.1. LEMSA has the discretion to correct any PHI vulnerabilities identified on its premises or electronic infrastructure and may compel corrections to be affected by providers under contract or agreement corrections
	7.b. Refusal/AMA litigation risk	7.b.1. LEMSA audits 100% of calls concluding with AMA/refusal of transport to ensure appropriateness, diligent patient advocacy and complete documentation.	7.b.1.1. LEMSA provides direct guidance to field providers when reminders are indicated and compels institutional change through CQI and provider agency HR processes where needed.



## El Dorado County Emergency Services Authority

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### ADVANCED LIFE SUPPORT ENGINE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND Diamond Springs El Dorado Fire Protection District

1. This agreement made and entered into by and between the El Dorado County Emergency Services Authority (hereinafter referred to as "JPA"); and the Diamond Springs El Dorado Fire Protection District (hereinafter referred to as "Contractor"), whose principal place of business is 501 Main Street Diamond Springs CA 95619.

#### RECITALS

2. WHEREAS, the JPA is responsible for providing coordination of Advanced Life Support (ALS) Pre-Hospital medical care within its jurisdiction; and
3. WHEREAS, Contractor desires to provide Advanced Life Support Pre-Hospital medical care services in El Dorado County; and
4. WHEREAS, this Agreement is developed in compliance with the Master Contract for Pre-Hospital Advanced Life Support and Dispatch Services; (hereafter referred to as the "Master Contract") with the County of El Dorado; and
5. 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 7, Section 100167; the County Emergency Medical Service Agency and the Master Contract for Pre-Hospital Advanced Life Support and the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, Trauma Plan, State or local statutes, ordinances or regulations; and
6. WHEREAS, the El Dorado County EMS Agency Medical Director, through the County EMS Agency, and as defined in the Master Contract for Pre-Hospital 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 authority for establishing the required medical equipment, medication inventories, and medical protocols; and
7. WHEREAS, JPA and the Contractor agree that a higher level of medical training may be

necessary to provide patient care. The JPA may require the Contractor to provide a higher standard of medical training than is required by the California Code of Regulations Title 22; and

8. WHEREAS, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA") the JPA and Member Agency is defined as a Business Associate of the County under this law, which requires protection of any disclosure of PHI pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; the Genetic Information Nondiscrimination Act (the GINA).
9. WHEREAS, the El Dorado County EMS Agency Medical Director shall have medical control including access to all medical information pertinent to data collection, evaluation and analysis.

### SERVICES TO BE PROVIDED

10. The JPA and Contractor mutually agree as follows:

- A. Contractor agrees to provide Pre-Hospital Advanced Life Support Services as described in this Agreement. In the performance of its obligation, the Contractor is subject to the medical control of the El Dorado County EMS Agency Medical Director.
- B. Contractor shall provide Pre-Hospital Advanced Life Support service provided the Contractor has the equipment and personnel available at the time of request for service. To qualify as an ALS engine one of the crew members must be a State of California licensed and locally accredited paramedic. The Contractor shall at the minimum, notify the Emergency Command Center when the ALS engine is responding, when it arrives on scene, when it departs the scene, when it has arrived at its station, or any other status change.
  - Each morning, the Contractor shall advise the Emergency Command Center if the ALS Engine(s) is/are staffed. Any change during the course of the shift shall be reported to the Emergency Command Center, as soon as possible.
- C. Contractor shall not advertise itself or the responding personnel 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 7, Section 100167.

### STANDARDS

11. Contractor shall, when applicable, 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 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. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

- Applicable shall be defined herein as when the Contractor is performing ALS under this agreement.

### COMMUNICATION

12. The designated Base Hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798 through and including Section 1798.105. The designated Base Hospital for County Service Area No. 7 is Marshall Hospital.

- The dispatch center for County Service Area #7 is Cal Fire, identified as Camino on the radio and currently located at Mount Danaher.

### PERSONNEL REQUIREMENTS

13. Contractor shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Personnel whose certification/accreditation has lapsed shall not be allowed to provide Pre-Hospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation. Contractor shall ensure compliance with all 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.

- A. Contractor shall maintain good working relationships, with other Member Agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; City and County staff. The conduct of the Contractor's personnel must be professional at all times.
- B. Contractor shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. Contractor shall provide, upon the written request from the JPA, training, skills, testing, educational, certifications, or like, records.
- C. The Contractor agrees that paramedics shall receive training and maintain their certifications in Advanced Cardiac Life Support (ACLS)\* and Pediatric Advanced Life Support (PALS)\* or Pediatric Education for Prehospital Professionals (PEPP) or a comparable advanced pediatric life support course approved by the EMSA Medical Director.

\* Per American Heart Association Guidelines.

- D. The Contractor agrees that paramedics shall receive training and maintain their accreditation in the El Dorado County local paramedic renewal program as required

annually by the Emergency Medical Services Medical Director. Such training shall not exceed four (4) hours unless approved by the JPA System Status Management Committee prior to the implementation of any proposed training.

- E. Under this Agreement, Contractor will provide services to JPA and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Appendix A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

In as much as an exchange of Protected Health Information (PHI) will occur between JPA and Contractor, Contractor agrees to faithfully distribute to patient the El Dorado County Notice of Privacy Practices, to be supplied by JPA, before the first delivery of service for all non-emergency transfers and dry runs with patient contact, where services were provided to patient. All Notices of Privacy Practices for emergency transfers will be mailed by El Dorado County Ambulance Billing as soon as practical following the provision of services.

- 14. Contractor may participate in providing community education on 9-1-1 system access, CPR and first aid.

#### QUALITY IMPROVEMENT & QUALITY ASSURANCE

- 15. Contractor shall have and maintain a comprehensive internal medical and operational quality assurance program. This program shall, at a minimum, monitor and evaluate the Pre-Hospital Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by the JPA and the EMS Agency.
  - A. Contractor shall cooperate fully in supplying all requested documentation as it relates to Medical Quality Improvement/Assurance to the JPA, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.
  - B. Contractor shall allow inspections, or site visits at any time by JPA and County EMS Agency staff, with a minimum of one (1) hour notice to the Contractor's Chief for purposes of JPA contract compliance and or Medical Quality Improvement/Assurance.

#### MUTUAL AID & DISASTER

- 16. Contractor shall cooperate in the establishment and maintenance of Mutual Aid Agreements among the JPA and other jurisdictions.

17. Contractor shall cooperate with JPA in establishing disaster and multi-casualty incident plans, policies and procedures; and, assist in planning and participate in interagency disaster/multi-casualty incident training exercises annually.

#### EQUIPMENT, POLICY & PROCEDURE

18. Standards for medical equipment shall be in compliance with the JPA, and County EMS Agency Policy and Procedure Manuals promulgated by the JPA and County EMS Agency as required for the level of service being provided. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. Contractor shall be charged with the knowledge of the procedures and policies.
- Policies and Procedures shall be reviewed and approved by the Contractor, the JPA, and the EMSA annually. Changes or amendments in the policies and procedures shall be reviewed by the Member Agencies prior to adoption and copies of any changes to the policies or procedures shall be provided to the Member Agencies within 48 hours of adoption.
19. Contractor shall possess and agree to maintain adequate drug and solution inventory, and supplies in compliance with the El Dorado County EMS Agency Policy and Procedure Manual and per Contractor Policy relating to those drugs and/or narcotics requiring 24-hour control and lock up.
- The JPA shall provide or replace to the Contractor medical supplies used during the course of providing patient care, ALS or training.
  - Contractor agrees to comply with all federal, state, local laws, rules and regulations and JPA policies and procedures related to the security and protection of medical supplies, equipment and controlled substances.

#### REPORTING

20. Contractor personnel shall utilize the El Dorado County "Pre-Hospital Care Report" (PCR) (in electronic digital and/or paper form) for all emergency and non-emergency responses including non-transports.
21. Contractor shall be furnished with JPA Report forms which shall be provided to the Contractor's personnel for the purpose of recording unusual, significant, Sentinel, or other peculiar events. The Contractor shall return properly executed reports to the JPA by the next business day. . The Contractor shall ensure that its personnel understand and utilize such forms and reporting systems.
22. JPA shall provide to Contractor a list of CSA No. 7 owned fixed assets assigned to the Contractor no more than one week after the El Dorado County Auditor-Controller's Office provides the list to County Departments. The JPA will also provide the Contractor with a list of JPA owned fixed assets. The list shall clearly separate mobile medical equipment from other equipment provided to the Contractor. The list shall be accompanied by the County established time lines that the Contractor agrees to meet.

23. In the event that there are unallocated/missing items, a letter of explanation is required, signed by the Contractor Board Chairperson, detailing what is missing, why, and what process was used to locate the item. The letter is to be submitted to the JPA Executive Director along with the signed off inventory list. The JPA Executive Director will submit a list of any missing items to the JPA Board of Directors and request Board direction on any action to be taken.

#### CHANGES & DURATION

24. 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.
25. 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.
26. Upon termination of the agreement the Contractor agrees to return all JPA and CSA No. 7 fixed assets to the JPA.
27. The JPA may deny, suspend or revoke this Agreement for failure of the Contractor to comply with this Agreement.
28. This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions within this Agreement. This Agreement will be reviewed by March 1<sup>st</sup> of each year for continuation of service.
29. All notices to be given by the parties hereto shall be in writing and sent postage prepaid by registered mail. Notices to Contractor shall be addressed as follows, or to such other location as either party directs:

JPA  
480 Locust Road  
Diamond Springs, CA 95619  
Attn: Executive Director

Contractor  
Diamond Springs El Dorado  
Fire Protection District  
501 Main Street  
Diamond Springs CA 95619

## INDEMNITY

30. To the fullest extent of the law, Contractor shall defend, indemnify, and hold the JPA 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, JPA 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the JPA, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save JPA harmless includes the duties to defend set forth in California Civil Code Section 2778.
31. To the fullest extent of the law, JPA shall defend, indemnify, and hold the Contractor 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, Contractor's employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the JPA's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Contractor's, its officers and employees, or as expressly provided by statute. This duty of JPA to indemnify and save Contractor's harmless includes the duties to defend set forth in California Civil Code Section 2778.

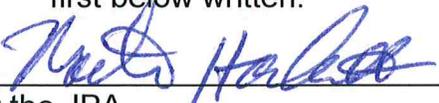
## INSURANCE

32. The Contractor shall provide to the JPA a Certificate of Insurance or similar certified proof of insurance for:
- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
  - B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
  - C. 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 Contractor's business.
  - D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$5,000,000 per occurrence.
  - E. Contractor 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, Contractor 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. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, JPA may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

#### ADMINISTRATION

33. Contractor shall maintain fiscal records necessary and prudent to meet the standards for accounting practices in use by the County, County Service Area 7, and the JPA.
34. 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.
35. The JPA Officer or employee responsible for administering this Agreement is the Executive Director, or successor.
36. 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.
37. If any provision of this Agreement is held by a court of appropriate 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.
38. 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.
39. In Witness Whereof the parties hereto have executed this Agreement the day and year first below written.

  
\_\_\_\_\_  
For the JPA

Date 01-27-15

  
\_\_\_\_\_  
For Contractor

Date 1-27-15

## Appendix A

### HIPAA Business Associate Agreement

#### EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND Diamond Springs El Dorado Fire Protection District

This HIPAA Business Associate Agreement Amendment (“Amendment”) entered into by the El Dorado County Emergency Services Authority (hereinafter referred to as “the JPA”) and Diamond Springs El Dorado Fire Protection District (hereinafter referred to as “Business Associate”) supplements and is made part of the Business Associate Advanced Life Support Engine Agreement. (“Underlying Agreement”) as of the date of approval by the parties (the “Effective Date”).

#### RECITALS

WHEREAS, JPA and the Business Associate entered into the Underlying Agreement pursuant to which the Business Associate provides services to JPA, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) may be made available to the Business Associate for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and comply with the HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316), that apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

WHEREAS, County of El Dorado (County) is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, the JPA and its sub-contracting agencies that are recipients of PHI are Business Associates as defined in the Privacy Rule; and

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

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

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

2. Scope of Use and Disclosure by the Business Associate of County Disclosed PHI.

- A. The Business Associate shall be permitted to use PHI disclosed to it:
- (1) on behalf of the JPA, or to provide services to the JPA for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the JPA, or the minimum necessary policies and procedures of the JPA and County.
  - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Amendment or required by law, the Business Associate may:
- (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI in its possession to a third party for the purpose of the Business Associate's proper management and administration or to fulfill any legal responsibilities of the Business Associate . The Business Associate may disclose PHI as necessary for the Business Associate's operations only if:
    - (a) The disclosure is required by law; or
    - (b) The Business Associate obtains a written Business Associate agreement from any person or organization to which the Business Associate will disclose such PHI that the person or organization will comply with all applicable HIPAA-HITECH laws:
  - (3) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing JPA and County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by JPA and the County.
  - (4) Not disclose PHI without first notifying and receiving approval from the JPA and/or County. .
- C. The Business Associate agrees that it will neither use nor disclose PHI it receives from any other business associate, except as permitted or required by this Amendment, or as required by law, or as otherwise permitted by law.

3. Obligations of the Business Associate. In connection with its use of PHI

disclosed to the Business Associate, the Business Associate agrees to:

- A. Use or disclose PHI only as permitted or required by this Amendment or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Amendment and applicable laws.
- C. To the extent practical, mitigate any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of this Amendment and applicable laws.
- D. Report to JPA any use or disclosure of PHI not provided for by this Amendment of which the Business Associate becomes aware.
- E. Require sub-contractors or agents to whom the Business Associate provides PHI to agree and sign a Business Associate agreement. .
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received..
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- H. Business Associate will notify said party in writing within sixty (60) days where PHI may have been intentionally, and/or inadvertently disclosed and if such disclosure has been secured.
- I. Business Associate and their personnel acknowledge that all collected PHI needs to be secured at all times.

4. PHI Access, Amendment and Disclosure Accounting.

The Business Associate agrees to:

- A. Provide access, at the request of JPA, within five (5) days, to PHI in a Designated Record Set, to the JPA, or to an Individual as directed by the JPA.
- B. To make any amendment(s) to PHI in a Designated Record Set that the JPA directs or agrees to at the request of JPA or an Individual within sixty (60) days of the request of JPA.
- C. To assist the JPA in meeting its disclosure accounting under HIPAA:
  - (1) The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.
  - (2) The JPA agrees to provide to JPA or an Individual, within sixty (60)

days, information collected in accordance with this section to permit the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.

- (3) The Business Associate shall have available for the JPA the information required by this section for the six (6) years preceding the JPA's request for information.
  - D. Make available to the JPA, the Business Associate's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the Business Associate's compliance with the Privacy Rule, subject to any applicable legal restrictions.
  - E. Within thirty (30) days of receiving a written request from JPA, make available any and all information necessary for JPA to make an accounting of disclosures of JPA PHI by the Business Associate.
  - F. Within thirty (30) days of receiving a written request from JPA, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the Business Associate's possession constitutes a Designated Record Set.
  - G. Not make any disclosure of PHI that JPA would be prohibited from making.
5. Obligations of JPA.
- A. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any restrictions on the use and disclosure of PHI agreed to by JPA that may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, or this Amendment.
  - B. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, of this Amendment.
  - C. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect the Business Associate's use of disclosure of PHI.
  - D. JPA shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by JPA, except as may be expressly permitted by the Privacy Rule.
  - E. JPA will obtain any authorizations necessary for the use or disclosure of PHI, so that the Business Associate can perform its obligations under this

Amendment and/or the Underlying Agreement.

6. Terms and Termination.

This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein.

7. Amendment to Indemnity.

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

With respect to any action or claim subject to indemnification herein by the Business Associate, the Business Associate shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of JPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Business Associate's indemnification to JPA as set forth herein. The Business Associate's obligation to defend, indemnify and hold harmless JPA shall be subject to JPA having given the Business Associate written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the Business Associate's expense, for the defense or settlement thereof. The Business Associate's obligation hereunder shall be satisfied when the Business Associate has provided to JPA the appropriate form of dismissal relieving JPA from any liability for the action or claim involved.

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

In the event there is conflict between this clause and California Civil Code

Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Business Associate from indemnifying the JPA to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Amendment, this indemnification shall only apply to the subject issues included within this Amendment.

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



**El Dorado County  
Emergency Services Authority**

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**ADVANCED LIFE SUPPORT ENGINE AGREEMENT  
BETWEEN  
EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY  
AND  
CAMERON PARK COMMUNITY SERVICE DISTRICT**

1. This agreement made and entered into by and between the El Dorado County Emergency Services Authority (hereinafter referred to as "JPA"); and the Cameron Park Community Service District (hereinafter referred to as "Contractor"), whose principal place of business is: 3200 Country Club Drive, Cameron Park, CA 95682.

**RECITALS**

2. WHEREAS, the JPA is responsible for providing coordination of Advanced Life Support (ALS) Pre-Hospital medical care within its jurisdiction; and
3. WHEREAS, Contractor desires to provide Advanced Life Support Pre-Hospital medical care services in El Dorado County; and
4. WHEREAS, this Agreement is developed in compliance with the Master Contract for Pre-Hospital Advanced Life Support and Dispatch Services; (hereafter referred to as the "Master Contract") with the County of El Dorado; and
5. 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 7, Section 100167; the County Emergency Medical Service Agency and the Master Contract for Pre-Hospital Advanced Life Support and the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, Trauma Plan, State or local statutes, ordinances or regulations; and
6. WHEREAS, the El Dorado County EMS Agency Medical Director, through the County EMS Agency, and as defined in the Master Contract for Pre-Hospital 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 authority for establishing the required medical equipment, medication inventories, and medical protocols; and
7. WHEREAS, JPA and the Contractor agree that a higher level of medical training may be necessary to provide patient care. The JPA may require the Contractor to provide a

higher standard of medical training than is required by the California Code of Regulations Title 22; and

8. WHEREAS, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA") the JPA and Member Agency is defined as a Business Associate of the County under this law, which requires protection of any disclosure of PHI pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; the Genetic Information Nondiscrimination Act (the GINA).
9. WHEREAS, the El Dorado County EMS Agency Medical Director shall have medical control including access to all medical information pertinent to data collection, evaluation and analysis.

### SERVICES TO BE PROVIDED

10. The JPA and Contractor mutually agree as follows:

- A. Contractor agrees to provide Pre-Hospital Advanced Life Support Services as described in this Agreement. In the performance of its obligation, the Contractor is subject to the medical control of the El Dorado County EMS Agency Medical Director.
- B. Contractor shall provide Pre-Hospital Advanced Life Support service provided the Contractor has the equipment and personnel available at the time of request for service. To qualify as an ALS engine one of the crew members must be a State of California licensed and locally accredited paramedic. The Contractor shall at the minimum, notify the Emergency Command Center when the ALS engine is responding, when it arrives on scene, when it departs the scene, when it has arrived at its station, or any other status change.
  - Each morning, the Contractor shall advise the Emergency Command Center if the ALS Engine(s) is/are staffed. Any change during the course of the shift shall be reported to the Emergency Command Center, as soon as possible.
- C. Contractor shall not advertise itself or the responding personnel 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 7, Section 100167.

### STANDARDS

11. Contractor shall, when applicable, 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 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. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

- Applicable shall be defined herein as when the Contractor is performing ALS under this agreement.

### COMMUNICATION

12. The designated Base Hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798 through and including Section 1798.105. The designated Base Hospital for County Service Area No. 7 is Marshall Hospital.

- The dispatch center for County Service Area #7 is Cal Fire, identified as Camino on the radio and currently located at Mount Danaher.

### PERSONNEL REQUIREMENTS

13. Contractor shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Personnel whose certification/accreditation has lapsed shall not be allowed to provide Pre-Hospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation. Contractor shall ensure compliance with all 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.

- A. Contractor shall maintain good working relationships, with other Member Agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; City and County staff. The conduct of the Contractor's personnel must be professional at all times.
- B. Contractor shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. Contractor shall provide, upon the written request from the JPA, training, skills, testing, educational, certifications, or like, records.
- C. The Contractor agrees that paramedics shall receive training and maintain their certifications in Advanced Cardiac Life Support (ACLS)\* and Pediatric Advanced Life Support (PALS)\* or Pediatric Education for Prehospital Professionals (PEPP) or a comparable advanced pediatric life support course approved by the EMSA Medical Director.

\* Per American Heart Association Guidelines.

- D. The Contractor agrees that paramedics shall receive training and maintain their accreditation in the El Dorado County local paramedic renewal program as required annually by the Emergency Medical Services Medical Director. Such training shall

not exceed four (4) hours unless approved by the JPA System Status Management Committee prior to the implementation of any proposed training.

- E. Under this Agreement, Contractor will provide services to JPA and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Appendix A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

In as much as an exchange of Protected Health Information (PHI) will occur between JPA and Contractor, Contractor agrees to faithfully distribute to patient the El Dorado County Notice of Privacy Practices, to be supplied by JPA, before the first delivery of service for all non-emergency transfers and dry runs with patient contact, where services were provided to patient. All Notices of Privacy Practices for emergency transfers will be mailed by El Dorado County Ambulance Billing as soon as practical following the provision of services.

- 14. Contractor may participate in providing community education on 9-1-1 system access, CPR and first aid.

#### QUALITY IMPROVEMENT & QUALITY ASSURANCE

- 15. Contractor shall have and maintain a comprehensive internal medical and operational quality assurance program. This program shall, at a minimum, monitor and evaluate the Pre-Hospital Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by the JPA and the EMS Agency.
  - A. Contractor shall cooperate fully in supplying all requested documentation as it relates to Medical Quality Improvement/Assurance to the JPA, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.
  - B. Contractor shall allow inspections, or site visits at any time by JPA and County EMS Agency staff, with a minimum of one (1) hour notice to the Contractor's Chief for purposes of JPA contract compliance and or Medical Quality Improvement/Assurance.

#### MUTUAL AID & DISASTER

- 16. Contractor shall cooperate in the establishment and maintenance of Mutual Aid Agreements among the JPA and other jurisdictions.
- 17. Contractor shall cooperate with JPA in establishing disaster and multi-casualty incident plans, policies and procedures; and, assist in planning and participate in interagency disaster/multi-casualty incident training exercises annually.

#### EQUIPMENT, POLICY & PROCEDURE

18. Standards for medical equipment shall be in compliance with the JPA, and County EMS Agency Policy and Procedure Manuals promulgated by the JPA and County EMS Agency as required for the level of service being provided. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. Contractor shall be charged with the knowledge of the procedures and policies.

- Policies and Procedures shall be reviewed and approved by the Contractor, the JPA, and the EMSA annually. Changes or amendments in the policies and procedures shall be reviewed by the Member Agencies prior to adoption and copies of any changes to the policies or procedures shall be provided to the Member Agencies within 48 hours of adoption.

19. Contractor shall possess and agree to maintain adequate drug and solution inventory, and supplies in compliance with the El Dorado County EMS Agency Policy and Procedure Manual and per Contractor Policy relating to those drugs and/or narcotics requiring 24-hour control and lock up.

- The JPA shall provide or replace to the Contractor medical supplies used during the course of providing patient care, ALS or training.
- Contractor agrees to comply with all federal, state, local laws, rules and regulations and JPA policies and procedures related to the security and protection of medical supplies, equipment and controlled substances.

### REPORTING

20. Contractor personnel shall utilize the El Dorado County "Pre-Hospital Care Report" (PCR) (in electronic digital and/or paper form) for all emergency and non-emergency responses including non-transports.

21. Contractor shall be furnished with JPA Report forms which shall be provided to the Contractor's personnel for the purpose of recording unusual, significant, Sentinel, or other peculiar events. The Contractor shall return properly executed reports to the JPA by the next business day. . The Contractor shall ensure that its personnel understand and utilize such forms and reporting systems.

22. JPA shall provide to Contractor a list of CSA No. 7 owned fixed assets assigned to the Contractor no more than one week after the El Dorado County Auditor-Controller's Office provides the list to County Departments. The JPA will also provide the Contractor with a list of JPA owned fixed assets. The list shall clearly separate mobile medical equipment from other equipment provided to the Contractor. The list shall be accompanied by the County established time lines that the Contractor agrees to meet.

23. In the event that there are unallocated/missing items, a letter of explanation is required, signed by the Contractor Board Chairperson, detailing what is missing, why, and what process was used to locate the item. The letter is to be submitted to the JPA Executive Director along with the signed off inventory list. The JPA Executive Director will submit a

list of any missing items to the JPA Board of Directors and request Board direction on any action to be taken.

#### CHANGES & DURATION

24. 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.
25. 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.
26. Upon termination of the agreement the Contractor agrees to return all JPA and CSA No. 7 fixed assets to the JPA.
27. The JPA may deny, suspend or revoke this Agreement for failure of the Contractor to comply with this Agreement.
28. This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions within this Agreement. This Agreement will be reviewed by March 1<sup>st</sup> of each year for continuation of service.
29. All notices to be given by the parties hereto shall be in writing and sent postage prepaid by registered mail. Notices to Contractor shall be addressed as follows, or to such other location as either party directs:

JPA  
480 Locust Road  
Diamond Springs, CA 95619  
Attn: Executive Director

Contractor  
CAMERON PARK COMMUNITY  
SERVICE DISTRICT  
3200 Country Club Drive  
Cameron Park, CA 95682

## INDEMNITY

30. To the fullest extent of the law, Contractor shall defend, indemnify, and hold the JPA 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, JPA 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the JPA, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save JPA harmless includes the duties to defend set forth in California Civil Code Section 2778.
31. To the fullest extent of the law, JPA shall defend, indemnify, and hold the Contractor 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, Contractor's employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the JPA's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Contractor's, its officers and employees, or as expressly provided by statute. This duty of JPA to indemnify and save Contractor's harmless includes the duties to defend set forth in California Civil Code Section 2778.

## INSURANCE

32. The Contractor shall provide to the JPA a Certificate of Insurance or similar certified proof of insurance for:
- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
  - B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
  - C. 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 Contractor's business.
  - D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$5,000,000 per occurrence.
  - E. Contractor 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, Contractor 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. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, JPA may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

ADMINISTRATION

- 33. Contractor shall maintain fiscal records necessary and prudent to meet the standards for accounting practices in use by the County, County Service Area 7, and the JPA.
- 34. 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.
- 35. The JPA Officer or employee responsible for administering this Agreement is the Executive Director, or successor.
- 36. 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.
- 37. If any provision of this Agreement is held by a court of appropriate 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.
- 38. 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.
- 39. In Witness Whereof the parties hereto have executed this Agreement the day and year first below written.

  
\_\_\_\_\_  
Marty Hackett, JPA Executive Director

Date 12-15-14

  
\_\_\_\_\_  
For Contractor, CPCSD  
Director

Date 11/12/14

## Appendix A

### HIPAA Business Associate Agreement

#### EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND CAMERON PARK COMMUNITY SERVICE DISTRICT

This HIPAA Business Associate Agreement Amendment ("Amendment") entered into by the El Dorado County Emergency Services Authority (hereinafter referred to as "the JPA") and Cameron Park Community Service District (hereinafter referred to as "Business Associate") supplements and is made part of the Business Associate Advanced Life Support Engine Agreement. ("Underlying Agreement") as of the date of approval by the parties (the "Effective Date").

#### RECITALS

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

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA"), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the "Privacy Rule"), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and comply with the HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316), that apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

WHEREAS, County of El Dorado (County) is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, the JPA and its sub-contracting agencies that are recipients of PHI are Business Associates as defined in the Privacy Rule; and

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

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

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

2. Scope of Use and Disclosure by the Business Associate of County Disclosed PHI.

- A. The Business Associate shall be permitted to use PHI disclosed to it:
  - (1) on behalf of the JPA, or to provide services to the JPA for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the JPA, or the minimum necessary policies and procedures of the JPA and County.
  - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Amendment or required by law, the Business Associate may:
  - (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI in its possession to a third party for the purpose of the Business Associate's proper management and administration or to fulfill any legal responsibilities of the Business Associate. The Business Associate may disclose PHI as necessary for the Business Associate's operations only if:
    - (a) The disclosure is required by law; or
    - (b) The Business Associate obtains a written Business Associate agreement from any person or organization to which the Business Associate will disclose such PHI that the person or organization will comply with all applicable HIPAA-HITECH laws:
  - (3) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing JPA and County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by JPA and the County.
  - (4) Not disclose PHI without first notifying and receiving approval from the JPA and/or County.
- C. The Business Associate agrees that it will neither use nor disclose PHI it receives from any other business associate, except as permitted or required by this Amendment, or as required by law, or as otherwise permitted by law.

3. Obligations of the Business Associate. In connection with its use of PHI

disclosed to the Business Associate, the Business Associate agrees to:

- A. Use or disclose PHI only as permitted or required by this Amendment or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Amendment and applicable laws.
- C. To the extent practical, mitigate any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of this Amendment and applicable laws.
- D. Report to JPA any use or disclosure of PHI not provided for by this Amendment of which the Business Associate becomes aware.
- E. Require sub-contractors or agents to whom the Business Associate provides PHI to agree and sign a Business Associate agreement. .
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received..
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- H. Business Associate will notify said party in writing within sixty (60) days where PHI may have been intentionally, and/or inadvertently disclosed and if such disclosure has been secured.
- I. Business Associate and their personnel acknowledge that all collected PHI needs to be secured at all times.

4. PHI Access, Amendment and Disclosure Accounting.

The Business Associate agrees to:

- A. Provide access, at the request of JPA, within five (5) days, to PHI in a Designated Record Set, to the JPA, or to an Individual as directed by the JPA.
- B. To make any amendment(s) to PHI in a Designated Record Set that the JPA directs or agrees to at the request of JPA or an Individual within sixty (60) days of the request of JPA.
- C. To assist the JPA in meeting its disclosure accounting under HIPAA:
  - (1) The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.
  - (2) The JPA agrees to provide to JPA or an Individual, within sixty (60)

days, information collected in accordance with this section to permit the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.

- (3) The Business Associate shall have available for the JPA the information required by this section for the six (6) years preceding the JPA's request for information.
- D. Make available to the JPA, the Business Associate's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the Business Associate's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from JPA, make available any and all information necessary for JPA to make an accounting of disclosures of JPA PHI by the Business Associate.
- F. Within thirty (30) days of receiving a written request from JPA, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the Business Associate's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that JPA would be prohibited from making.

5. Obligations of JPA.

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

Amendment and/or the Underlying Agreement.

6. Terms and Termination.

This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein.

7. Amendment to Indemnity.

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

With respect to any action or claim subject to indemnification herein by the Business Associate, the Business Associate shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of JPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Business Associate's indemnification to JPA as set forth herein. The Business Associate's obligation to defend, indemnify and hold harmless JPA shall be subject to JPA having given the Business Associate written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the Business Associate's expense, for the defense or settlement thereof. The Business Associate's obligation hereunder shall be satisfied when the Business Associate has provided to JPA the appropriate form of dismissal relieving JPA from any liability for the action or claim involved.

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

In the event there is conflict between this clause and California Civil Code

Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Business Associate from indemnifying the JPA to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Amendment, this indemnification shall only apply to the subject issues included within this Amendment.

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

**RESOLUTION NO. 2014-18**  
**Of the Board of Directors**  
**Of the Cameron Park Community Services District**  
**November 12, 2014**

**RESOLUTION APPROVING THE ADVANCED LIFE SUPPORT ENGINE AGREEMENT BETWEEN**  
**EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY**  
**AND**  
**CAMERON PARK COMMUNITY SERVICES DISTRICT**

**WHEREAS** the Board of Directors of the Cameron Park Community Services District has reviewed the proposed Advanced Life Support (ALS) Engine Agreement between the El Dorado County Emergency Services Authority (Hereinafter referred to as "JPA") and the Cameron Park Community Services District (CPCSD); and

**WHEREAS** the proposed ALS Engine agreement is reviewed and reaffirmed by both the JPA and CPCSD to provide ALS services in El Dorado County, be it for an emergency, at a special, or routine medical transportation; and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Cameron Park Community Services District does hereby approve the ALS Engine Agreement between the JPA and CPCSD.

**BE IT FURTHER RESOLVED**, that the president of the CPCSD Board be and hereby is authorized to sign and execute the said ALS Engine Agreement on behalf of the CPCSD.

**PASSED AND ADOPTED** by the Board of Directors of the Cameron Park Community Services District at a regularly scheduled meeting held on November 12, 2014, by the following poll vote of said Board:

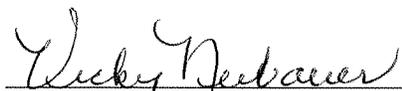
AYES: VN, GS, SM

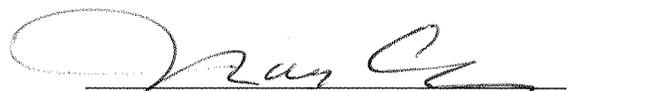
NOES: 0

ABSTAIN: 0

ABSENT: 0

ATTEST:

  
\_\_\_\_\_  
President, Board of Directors

  
\_\_\_\_\_  
General Manager



**El Dorado County  
Emergency Services Authority**

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**ADVANCED LIFE SUPPORT ENGINE AGREEMENT  
BETWEEN  
EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY  
AND  
Georgetown Fire Protection District**

1. This agreement made and entered into by and between the El Dorado County Emergency Services Authority (hereinafter referred to as "JPA"); and the Georgetown Fire Protection District (hereinafter referred to as "Contractor"), whose principal place of business is:

6281 Main Street, Georgetown, CA 95634

**RECITALS**

2. WHEREAS, the JPA is responsible for providing coordination of Advanced Life Support (ALS) Pre-Hospital medical care within its jurisdiction; and
3. WHEREAS, Contractor desires to provide Advanced Life Support Pre-Hospital medical care services in El Dorado County; and
4. WHEREAS, this Agreement is developed in compliance with the Master Contract for Pre-Hospital Advanced Life Support and Dispatch Services; (hereafter referred to as the "Master Contract") with the County of El Dorado; and
5. 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 7, Section 100167; the County Emergency Medical Service Agency and the Master Contract for Pre-Hospital Advanced Life Support and the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, Trauma Plan, State or local statutes, ordinances or regulations; and
6. WHEREAS, the El Dorado County EMS Agency Medical Director, through the County EMS Agency, and as defined in the Master Contract for Pre-Hospital 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 authority for establishing the required medical equipment, medication inventories, and medical protocols; and

7. WHEREAS, JPA and the Contractor agree that a higher level of medical training may be necessary to provide patient care. The JPA may require the Contractor to provide a higher standard of medical training than is required by the California Code of Regulations Title 22; and
8. WHEREAS, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA") the JPA and Member Agency is defined as a Business Associate of the County under this law, which requires protection of any disclosure of PHI pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; the Genetic Information Nondiscrimination Act (the GINA).
9. WHEREAS, the El Dorado County EMS Agency Medical Director shall have medical control including access to all medical information pertinent to data collection, evaluation and analysis.

### SERVICES TO BE PROVIDED

10. The JPA and Contractor mutually agree as follows:
  - A. Contractor agrees to provide Pre-Hospital Advanced Life Support Services as described in this Agreement. In the performance of its obligation, the Contractor is subject to the medical control of the El Dorado County EMS Agency Medical Director.
  - B. Contractor shall provide Pre-Hospital Advanced Life Support service provided the Contractor has the equipment and personnel available at the time of request for service. To qualify as an ALS engine one of the crew members must be a State of California licensed and locally accredited paramedic. The Contractor shall at the minimum, notify the Emergency Command Center when the ALS engine is responding, when it arrives on scene, when it departs the scene, when it has arrived at its station, or any other status change.
    - Each morning, the Contractor shall advise the Emergency Command Center if the ALS Engine(s) is/are staffed. Any change during the course of the shift shall be reported to the Emergency Command Center, as soon as possible.
  - C. Contractor shall not advertise itself or the responding personnel 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 7, Section 100167.

### STANDARDS

11. Contractor shall, when applicable, 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 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. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

- Applicable shall be defined herein as when the Contractor is performing ALS under this agreement.

### COMMUNICATION

12. The designated Base Hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798 through and including Section 1798.105. The designated Base Hospital for County Service Area No. 7 is Marshall Hospital.

- The dispatch center for County Service Area #7 is Cal Fire, identified as Camino on the radio and currently located at Mount Danaher.

### PERSONNEL REQUIREMENTS

13. Contractor shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Personnel whose certification/accreditation has lapsed shall not be allowed to provide Pre-Hospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation. Contractor shall ensure compliance with all 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.

- A. Contractor shall maintain good working relationships, with other Member Agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; City and County staff. The conduct of the Contractor's personnel must be professional at all times.
- B. Contractor shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. Contractor shall provide, upon the written request from the JPA, training, skills, testing, educational, certifications, or like, records.
- C. The Contractor agrees that paramedics shall receive training and maintain their certifications in Advanced Cardiac Life Support (ACLS)\* and Pediatric Advanced Life Support (PALS)\* or Pediatric Education for Prehospital Professionals (PEPP) or a comparable advanced pediatric life support course approved by the EMSA Medical Director.

\* Per American Heart Association Guidelines.

D. The Contractor agrees that paramedics shall receive training and maintain their

accreditation in the El Dorado County local paramedic renewal program as required annually by the Emergency Medical Services Medical Director. Such training shall not exceed four (4) hours unless approved by the JPA System Status Management Committee prior to the implementation of any proposed training.

- E. Under this Agreement, Contractor will provide services to JPA and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Appendix A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

In as much as an exchange of Protected Health Information (PHI) will occur between JPA and Contractor, Contractor agrees to faithfully distribute to patient the El Dorado County Notice of Privacy Practices, to be supplied by JPA, before the first delivery of service for all non-emergency transfers and dry runs with patient contact, where services were provided to patient. All Notices of Privacy Practices for emergency transfers will be mailed by El Dorado County Ambulance Billing as soon as practical following the provision of services.

- 14. Contractor may participate in providing community education on 9-1-1 system access, CPR and first aid.

#### QUALITY IMPROVEMENT & QUALITY ASSURANCE

- 15. Contractor shall have and maintain a comprehensive internal medical and operational quality assurance program. This program shall, at a minimum, monitor and evaluate the Pre-Hospital Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by the JPA and the EMS Agency.
  - A. Contractor shall cooperate fully in supplying all requested documentation as it relates to Medical Quality Improvement/Assurance to the JPA, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.
  - B. Contractor shall allow inspections, or site visits at any time by JPA and County EMS Agency staff, with a minimum of one (1) hour notice to the Contractor's Chief for purposes of JPA contract compliance and or Medical Quality Improvement/Assurance.

#### MUTUAL AID & DISASTER

- 16. Contractor shall cooperate in the establishment and maintenance of Mutual Aid Agreements among the JPA and other jurisdictions.

17. Contractor shall cooperate with JPA in establishing disaster and multi-casualty incident plans, policies and procedures; and, assist in planning and participate in interagency disaster/multi-casualty incident training exercises annually.

### EQUIPMENT, POLICY & PROCEDURE

18. Standards for medical equipment shall be in compliance with the JPA, and County EMS Agency Policy and Procedure Manuals promulgated by the JPA and County EMS Agency as required for the level of service being provided. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. Contractor shall be charged with the knowledge of the procedures and policies.

- Policies and Procedures shall be reviewed and approved by the Contractor, the JPA, and the EMSA annually. Changes or amendments in the policies and procedures shall be reviewed by the Member Agencies prior to adoption and copies of any changes to the policies or procedures shall be provided to the Member Agencies within 48 hours of adoption.

19. Contractor shall possess and agree to maintain adequate drug and solution inventory, and supplies in compliance with the El Dorado County EMS Agency Policy and Procedure Manual and per Contractor Policy relating to those drugs and/or narcotics requiring 24-hour control and lock up.

- The JPA shall provide or replace to the Contractor medical supplies used during the course of providing patient care, ALS or training.
- Contractor agrees to comply with all federal, state, local laws, rules and regulations and JPA policies and procedures related to the security and protection of medical supplies, equipment and controlled substances.

### REPORTING

20. Contractor personnel shall utilize the El Dorado County "Pre-Hospital Care Report" (PCR) (in electronic digital and/or paper form) for all emergency and non-emergency responses including non-transports.

21. Contractor shall be furnished with JPA Report forms which shall be provided to the Contractor's personnel for the purpose of recording unusual, significant, Sentinel, or other peculiar events. The Contractor shall return properly executed reports to the JPA by the next business day. . The Contractor shall ensure that its personnel understand and utilize such forms and reporting systems.

22. JPA shall provide to Contractor a list of CSA No. 7 owned fixed assets assigned to the Contractor no more than one week after the El Dorado County Auditor-Controller's Office provides the list to County Departments. The JPA will also provide the Contractor with a list of JPA owned fixed assets. The list shall clearly separate mobile medical equipment from other equipment provided to the Contractor. The list shall be accompanied by the County established time lines that the Contractor agrees to meet.

23. In the event that there are unallocated/missing items, a letter of explanation is required, signed by the Contractor Board Chairperson, detailing what is missing, why, and what process was used to locate the item. The letter is to be submitted to the JPA Executive Director along with the signed off inventory list. The JPA Executive Director will submit a list of any missing items to the JPA Board of Directors and request Board direction on any action to be taken.

CHANGES & DURATION

24. 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.
25. 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.
26. Upon termination of the agreement the Contractor agrees to return all JPA and CSA No. 7 fixed assets to the JPA.
27. The JPA may deny, suspend or revoke this Agreement for failure of the Contractor to comply with this Agreement.
28. This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions within this Agreement. This Agreement will be reviewed by March 1<sup>st</sup> of each year for continuation of service.
29. All notices to be given by the parties hereto shall be in writing and sent postage prepaid by registered mail. Notices to Contractor shall be addressed as follows, or to such other location as either party directs:

JPA  
480 Locust Road  
Diamond Springs, CA 95619  
Attn: Executive Director

Contractor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## INDEMNITY

30. To the fullest extent of the law, Contractor shall defend, indemnify, and hold the JPA 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, JPA 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the JPA, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save JPA harmless includes the duties to defend set forth in California Civil Code Section 2778.
31. To the fullest extent of the law, JPA shall defend, indemnify, and hold the Contractor 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, Contractor's employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the JPA's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Contractor's, its officers and employees, or as expressly provided by statute. This duty of JPA to indemnify and save Contractor's harmless includes the duties to defend set forth in California Civil Code Section 2778.

## INSURANCE

32. The Contractor shall provide to the JPA a Certificate of Insurance or similar certified proof of insurance for:
- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
  - B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
  - C. 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 Contractor's business.
  - D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$5,000,000 per occurrence.
  - E. Contractor 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, Contractor 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. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, JPA may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

ADMINISTRATION

- 33. Contractor shall maintain fiscal records necessary and prudent to meet the standards for accounting practices in use by the County, County Service Area 7, and the JPA.
- 34. 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.
- 35. The JPA Officer or employee responsible for administering this Agreement is the Executive Director, or successor.
- 36. 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.
- 37. If any provision of this Agreement is held by a court of appropriate 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.
- 38. 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.
- 39. In Witness Whereof the parties hereto have executed this Agreement the day and year first below written.

*Marty Hochett*

For the JPA

Date 8-19-14

*[Signature]*

For Contractor

Date 08-12-14

## Appendix A

### HIPAA Business Associate Agreement

#### EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND Georgetown Fire Protection District

This HIPAA Business Associate Agreement Amendment (“Amendment”) entered into by the El Dorado County Emergency Services Authority (hereinafter referred to as “the JPA”) and Georgetown Fire Protection District (hereinafter referred to as “Business Associate”) supplements and is made part of the Business Associate Advanced Life Support Engine Agreement. (“Underlying Agreement”) as of the date of approval by the parties (the “Effective Date”).

#### RECITALS

WHEREAS, JPA and the Business Associate entered into the Underlying Agreement pursuant to which the Business Associate provides services to JPA, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) may be made available to the Business Associate for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and comply with the HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316), that apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

WHEREAS, County of El Dorado (County) is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, the JPA and its sub-contracting agencies that are recipients of PHI are Business Associates as defined in the Privacy Rule; and

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

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

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

2. Scope of Use and Disclosure by the Business Associate of County Disclosed PHI.

- A. The Business Associate shall be permitted to use PHI disclosed to it:
- (1) on behalf of the JPA, or to provide services to the JPA for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the JPA, or the minimum necessary policies and procedures of the JPA and County.
  - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Amendment or required by law, the Business Associate may:
- (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI in its possession to a third party for the purpose of the Business Associate's proper management and administration or to fulfill any legal responsibilities of the Business Associate. The Business Associate may disclose PHI as necessary for the Business Associate's operations only if:
    - (a) The disclosure is required by law; or
    - (b) The Business Associate obtains a written Business Associate agreement from any person or organization to which the Business Associate will disclose such PHI that the person or organization will comply with all applicable HIPAA-HITECH laws:
  - (3) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing JPA and County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by JPA and the County.
  - (4) Not disclose PHI without first notifying and receiving approval from the JPA and/or County.
- C. The Business Associate agrees that it will neither use nor disclose PHI it receives from any other business associate, except as permitted or required by this Amendment, or as required by law, or as otherwise permitted by law.

3. Obligations of the Business Associate. In connection with its use of PHI

disclosed to the Business Associate, the Business Associate agrees to:

- A. Use or disclose PHI only as permitted or required by this Amendment or as required by law.
  - B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Amendment and applicable laws.
  - C. To the extent practical, mitigate any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of this Amendment and applicable laws.
  - D. Report to JPA any use or disclosure of PHI not provided for by this Amendment of which the Business Associate becomes aware.
  - E. Require sub-contractors or agents to whom the Business Associate provides PHI to agree and sign a Business Associate agreement. .
  - F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received..
  - G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
  - H. Business Associate will notify said party in writing within sixty (60) days where PHI may have been intentionally, and/or inadvertently disclosed and if such disclosure has been secured.
  - I. Business Associate and their personnel acknowledge that all collected PHI needs to be secured at all times.
4. PHI Access, Amendment and Disclosure Accounting.

The Business Associate agrees to:

- A. Provide access, at the request of JPA, within five (5) days, to PHI in a Designated Record Set, to the JPA, or to an Individual as directed by the JPA.
- B. To make any amendment(s) to PHI in a Designated Record Set that the JPA directs or agrees to at the request of JPA or an Individual within sixty (60) days of the request of JPA.
- C. To assist the JPA in meeting its disclosure accounting under HIPAA:
  - (1) The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.
  - (2) The JPA agrees to provide to JPA or an Individual, within sixty (60)

days, information collected in accordance with this section to permit the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.

- (3) The Business Associate shall have available for the JPA the information required by this section for the six (6) years preceding the JPA's request for information.
- D. Make available to the JPA, the Business Associate's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the Business Associate's compliance with the Privacy Rule, subject to any applicable legal restrictions.
- E. Within thirty (30) days of receiving a written request from JPA, make available any and all information necessary for JPA to make an accounting of disclosures of JPA PHI by the Business Associate.
- F. Within thirty (30) days of receiving a written request from JPA, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the Business Associate's possession constitutes a Designated Record Set.
- G. Not make any disclosure of PHI that JPA would be prohibited from making.

5. Obligations of JPA.

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

Amendment and/or the Underlying Agreement.

6. Terms and Termination.

This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein.

7. Amendment to Indemnity.

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

With respect to any action or claim subject to indemnification herein by the Business Associate, the Business Associate shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of JPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Business Associate's indemnification to JPA as set forth herein. The Business Associate's obligation to defend, indemnify and hold harmless JPA shall be subject to JPA having given the Business Associate written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the Business Associate's expense, for the defense or settlement thereof. The Business Associate's obligation hereunder shall be satisfied when the Business Associate has provided to JPA the appropriate form of dismissal relieving JPA from any liability for the action or claim involved.

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

In the event there is conflict between this clause and California Civil Code

Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Business Associate from indemnifying the JPA to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Amendment, this indemnification shall only apply to the subject issues included within this Amendment.

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



**El Dorado County  
Emergency Services Authority**

**ADVANCED LIFE SUPPORT ENGINE AGREEMENT  
BETWEEN  
EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY  
AND  
Garden Valley Fire Protection District**

1. This agreement made and entered into by and between the El Dorado County Emergency Services Authority (hereinafter referred to as "JPA"); and the Garden Valley Fire Protection District (hereinafter referred to as "Contractor"), whose principal place of business is:  
4860 Marshall Road, Garden Valley, CA 95633

**RECITALS**

2. WHEREAS, the JPA is responsible for providing coordination of Advanced Life Support (ALS) Pre-Hospital medical care within its jurisdiction; and
3. WHEREAS, Contractor desires to provide Advanced Life Support Pre-Hospital medical care services in El Dorado County; and
4. WHEREAS, this Agreement is developed in compliance with the Master Contract for Pre-Hospital Advanced Life Support and Dispatch Services; (hereafter referred to as the "Master Contract") with the County of El Dorado; and
5. 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 7, Section 100167; the County Emergency Medical Service Agency and the Master Contract for Pre-Hospital Advanced Life Support and the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, Trauma Plan, State or local statutes, ordinances or regulations; and
6. WHEREAS, the El Dorado County EMS Agency Medical Director, through the County EMS Agency, and as defined in the Master Contract for Pre-Hospital 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 authority for establishing the required medical equipment, medication inventories, and medical protocols; and

7. WHEREAS, JPA and the Contractor agree that a higher level of medical training may be necessary to provide patient care. The JPA may require the Contractor to provide a higher standard of medical training than is required by the California Code of Regulations Title 22; and
8. WHEREAS, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA") the JPA and Member Agency is defined as a Business Associate of the County under this law, which requires protection of any disclosure of PHI pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; the Genetic Information Nondiscrimination Act (the GINA).
9. WHEREAS, the El Dorado County EMS Agency Medical Director shall have medical control including access to all medical information pertinent to data collection, evaluation and analysis.

### SERVICES TO BE PROVIDED

10. The JPA and Contractor mutually agree as follows:
  - A. Contractor agrees to provide Pre-Hospital Advanced Life Support Services as described in this Agreement. In the performance of its obligation, the Contractor is subject to the medical control of the El Dorado County EMS Agency Medical Director.
  - B. Contractor shall provide Pre-Hospital Advanced Life Support service provided the Contractor has the equipment and personnel available at the time of request for service. To qualify as an ALS engine one of the crew members must be a State of California licensed and locally accredited paramedic. The Contractor shall at the minimum, notify the Emergency Command Center when the ALS engine is responding, when it arrives on scene, when it departs the scene, when it has arrived at its station, or any other status change.
    - Each morning, the Contractor shall advise the Emergency Command Center if the ALS Engine(s) is/are staffed. Any change during the course of the shift shall be reported to the Emergency Command Center, as soon as possible.
  - C. Contractor shall not advertise itself or the responding personnel 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 7, Section 100167.

### STANDARDS

11. Contractor shall, when applicable, 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 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. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

- Applicable shall be defined herein as when the Contractor is performing ALS under this agreement.

### COMMUNICATION

12. The designated Base Hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798 through and including Section 1798.105. The designated Base Hospital for County Service Area No. 7 is Marshall Hospital.

- The dispatch center for County Service Area #7 is Cal Fire, identified as Camino on the radio and currently located at Mount Danaher.

### PERSONNEL REQUIREMENTS

13. Contractor shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Personnel whose certification/accreditation has lapsed shall not be allowed to provide Pre-Hospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation. Contractor shall ensure compliance with all 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.

- A. Contractor shall maintain good working relationships, with other Member Agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; City and County staff. The conduct of the Contractor's personnel must be professional at all times.
- B. Contractor shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. Contractor shall provide, upon the written request from the JPA, training, skills, testing, educational, certifications, or like, records.
- C. The Contractor agrees that paramedics shall receive training and maintain their certifications in Advanced Cardiac Life Support (ACLS)\* and Pediatric Advanced Life Support (PALS)\* or Pediatric Education for Prehospital Professionals (PEPP) or a comparable advanced pediatric life support course approved by the EMSA Medical Director.

\* Per American Heart Association Guidelines.

D. The Contractor agrees that paramedics shall receive training and maintain their

accreditation in the El Dorado County local paramedic renewal program as required annually by the Emergency Medical Services Medical Director. Such training shall not exceed four (4) hours unless approved by the JPA System Status Management Committee prior to the implementation of any proposed training.

- E. Under this Agreement, Contractor will provide services to JPA and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Appendix A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

In as much as an exchange of Protected Health Information (PHI) will occur between JPA and Contractor, Contractor agrees to faithfully distribute to patient the El Dorado County Notice of Privacy Practices, to be supplied by JPA, before the first delivery of service for all non-emergency transfers and dry runs with patient contact, where services were provided to patient. All Notices of Privacy Practices for emergency transfers will be mailed by El Dorado County Ambulance Billing as soon as practical following the provision of services.

- 14. Contractor may participate in providing community education on 9-1-1 system access, CPR and first aid.

#### QUALITY IMPROVEMENT & QUALITY ASSURANCE

- 15. Contractor shall have and maintain a comprehensive internal medical and operational quality assurance program. This program shall, at a minimum, monitor and evaluate the Pre-Hospital Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by the JPA and the EMS Agency.
  - A. Contractor shall cooperate fully in supplying all requested documentation as it relates to Medical Quality Improvement/Assurance to the JPA, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.
  - B. Contractor shall allow inspections, or site visits at any time by JPA and County EMS Agency staff, with a minimum of one (1) hour notice to the Contractor's Chief for purposes of JPA contract compliance and or Medical Quality Improvement/Assurance.

#### MUTUAL AID & DISASTER

- 16. Contractor shall cooperate in the establishment and maintenance of Mutual Aid Agreements among the JPA and other jurisdictions.

17. Contractor shall cooperate with JPA in establishing disaster and multi-casualty incident plans, policies and procedures; and, assist in planning and participate in interagency disaster/multi-casualty incident training exercises annually.

### EQUIPMENT, POLICY & PROCEDURE

18. Standards for medical equipment shall be in compliance with the JPA, and County EMS Agency Policy and Procedure Manuals promulgated by the JPA and County EMS Agency as required for the level of service being provided. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. Contractor shall be charged with the knowledge of the procedures and policies.

- Policies and Procedures shall be reviewed and approved by the Contractor, the JPA, and the EMSA annually. Changes or amendments in the policies and procedures shall be reviewed by the Member Agencies prior to adoption and copies of any changes to the policies or procedures shall be provided to the Member Agencies within 48 hours of adoption.

19. Contractor shall possess and agree to maintain adequate drug and solution inventory, and supplies in compliance with the El Dorado County EMS Agency Policy and Procedure Manual and per Contractor Policy relating to those drugs and/or narcotics requiring 24-hour control and lock up.

- The JPA shall provide or replace to the Contractor medical supplies used during the course of providing patient care, ALS or training.
- Contractor agrees to comply with all federal, state, local laws, rules and regulations and JPA policies and procedures related to the security and protection of medical supplies, equipment and controlled substances.

### REPORTING

20. Contractor personnel shall utilize the El Dorado County "Pre-Hospital Care Report" (PCR) (in electronic digital and/or paper form) for all emergency and non-emergency responses including non-transport.

21. Contractor shall be furnished with JPA Report forms which shall be provided to the Contractor's personnel for the purpose of recording unusual, significant, Sentinel, or other peculiar events. The Contractor shall return properly executed reports to the JPA by the next business day. . The Contractor shall ensure that its personnel understand and utilize such forms and reporting systems.

22. JPA shall provide to Contractor a list of CSA No. 7 owned fixed assets assigned to the Contractor no more than one week after the El Dorado County Auditor-Controller's Office provides the list to County Departments. The JPA will also provide the Contractor with a list of JPA owned fixed assets. The list shall clearly separate mobile medical equipment from other equipment provided to the Contractor. The list shall be accompanied by the County established time lines that the Contractor agrees to meet.

23. In the event that there are unallocated/missing items, a letter of explanation is required, signed by the Contractor Board Chairperson, detailing what is missing, why, and what process was used to locate the item. The letter is to be submitted to the JPA Executive Director along with the signed off inventory list. The JPA Executive Director will submit a list of any missing items to the JPA Board of Directors and request Board direction on any action to be taken.

### CHANGES & DURATION

24. 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.
25. 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.
26. Upon termination of the agreement the Contractor agrees to return all JPA and CSA No. 7 fixed assets to the JPA.
27. The JPA may deny, suspend or revoke this Agreement for failure of the Contractor to comply with this Agreement.
28. This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions within this Agreement. This Agreement will be reviewed by March 1<sup>st</sup> of each year for continuation of service.
29. All notices to be given by the parties hereto shall be in writing and sent postage prepaid by registered mail. Notices to Contractor shall be addressed as follows, or to such other location as either party directs:

JPA  
480 Locust Road  
Diamond Springs, CA 95619  
Attn: Executive Director

Contractor  
Garden Valley Fire Protection District  
PO Box 408  
Garden Valley, Ca 95633  
  
Attn: Fire Chief Bill Dekker

## INDEMNITY

30. To the fullest extent of the law, Contractor shall defend, indemnify, and hold the JPA 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, JPA 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the JPA, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save JPA harmless includes the duties to defend set forth in California Civil Code Section 2778.
31. To the fullest extent of the law, JPA shall defend, indemnify, and hold the Contractor 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, Contractor's employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the JPA's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Contractor's, its officers and employees, or as expressly provided by statute. This duty of JPA to indemnify and save Contractor's harmless includes the duties to defend set forth in California Civil Code Section 2778.

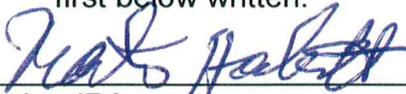
## INSURANCE

32. The Contractor shall provide to the JPA a Certificate of Insurance or similar certified proof of insurance for:
- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
  - B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
  - C. 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 Contractor's business.
  - D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$5,000,000 per occurrence.
  - E. Contractor 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, Contractor 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. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, JPA may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

ADMINISTRATION

- 33. Contractor shall maintain fiscal records necessary and prudent to meet the standards for accounting practices in use by the County, County Service Area 7, and the JPA.
- 34. 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.
- 35. The JPA Officer or employee responsible for administering this Agreement is the Executive Director, or successor.
- 36. 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.
- 37. If any provision of this Agreement is held by a court of appropriate 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.
- 38. 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.
- 39. In Witness Whereof the parties hereto have executed this Agreement the day and year first below written.

  
\_\_\_\_\_  
For the JPA

Date 10-22-14

  
\_\_\_\_\_  
For Contractor

Date 9/14/14

## Appendix A

### HIPAA Business Associate Agreement

#### EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND Garden Valley Fire Protection District

This HIPAA Business Associate Agreement Amendment (“Amendment”) entered into by the El Dorado County Emergency Services Authority (hereinafter referred to as “the JPA”) and Garden Valley Fire Protection District (hereinafter referred to as “Business Associate”) supplements and is made part of the Business Associate Advanced Life Support Engine Agreement. (“Underlying Agreement”) as of the date of approval by the parties (the “Effective Date”).

#### RECITALS

WHEREAS, JPA and the Business Associate entered into the Underlying Agreement pursuant to which the Business Associate provides services to JPA, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) may be made available to the Business Associate for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and comply with the HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316), that apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

WHEREAS, County of El Dorado (County) is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, the JPA and its sub-contracting agencies that are recipients of PHI are Business Associates as defined in the Privacy Rule; and

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

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

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

2. Scope of Use and Disclosure by the Business Associate of County Disclosed PHI.

- A. The Business Associate shall be permitted to use PHI disclosed to it:
- (1) on behalf of the JPA, or to provide services to the JPA for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the JPA, or the minimum necessary policies and procedures of the JPA and County.
  - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Amendment or required by law, the Business Associate may:
- (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI in its possession to a third party for the purpose of the Business Associate's proper management and administration or to fulfill any legal responsibilities of the Business Associate. The Business Associate may disclose PHI as necessary for the Business Associate's operations only if:
    - (a) The disclosure is required by law; or
    - (b) The Business Associate obtains a written Business Associate agreement from any person or organization to which the Business Associate will disclose such PHI that the person or organization will comply with all applicable HIPAA-HITECH laws:
  - (3) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing JPA and County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by JPA and the County.
  - (4) Not disclose PHI without first notifying and receiving approval from the JPA and/or County. .
- C. The Business Associate agrees that it will neither use nor disclose PHI it receives from any other business associate, except as permitted or required by this Amendment, or as required by law, or as otherwise permitted by law.

3. Obligations of the Business Associate. In connection with its use of PHI

disclosed to the Business Associate, the Business Associate agrees to:

- A. Use or disclose PHI only as permitted or required by this Amendment or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Amendment and applicable laws.
- C. To the extent practical, mitigate any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of this Amendment and applicable laws.
- D. Report to JPA any use or disclosure of PHI not provided for by this Amendment of which the Business Associate becomes aware.
- E. Require sub-contractors or agents to whom the Business Associate provides PHI to agree and sign a Business Associate agreement. .
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received..
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- H. Business Associate will notify said party in writing within sixty (60) days where PHI may have been intentionally, and/or inadvertently disclosed and if such disclosure has been secured.
- I. Business Associate and their personnel acknowledge that all collected PHI needs to be secured at all times.

4. PHI Access, Amendment and Disclosure Accounting.

The Business Associate agrees to:

- A. Provide access, at the request of JPA, within five (5) days, to PHI in a Designated Record Set, to the JPA, or to an Individual as directed by the JPA.
- B. To make any amendment(s) to PHI in a Designated Record Set that the JPA directs or agrees to at the request of JPA or an Individual within sixty (60) days of the request of JPA.
- C. To assist the JPA in meeting its disclosure accounting under HIPAA:
  - (1) The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.
  - (2) The JPA agrees to provide to JPA or an Individual, within sixty (60)

days, information collected in accordance with this section to permit the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.

- (3) The Business Associate shall have available for the JPA the information required by this section for the six (6) years preceding the JPA's request for information.
  - D. Make available to the JPA, the Business Associate's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the Business Associate's compliance with the Privacy Rule, subject to any applicable legal restrictions.
  - E. Within thirty (30) days of receiving a written request from JPA, make available any and all information necessary for JPA to make an accounting of disclosures of JPA PHI by the Business Associate.
  - F. Within thirty (30) days of receiving a written request from JPA, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the Business Associate's possession constitutes a Designated Record Set.
  - G. Not make any disclosure of PHI that JPA would be prohibited from making.
5. Obligations of JPA.
- A. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any restrictions on the use and disclosure of PHI agreed to by JPA that may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, or this Amendment.
  - B. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, of this Amendment.
  - C. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect the Business Associate's use of disclosure of PHI.
  - D. JPA shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by JPA, except as may be expressly permitted by the Privacy Rule.
  - E. JPA will obtain any authorizations necessary for the use or disclosure of PHI, so that the Business Associate can perform its obligations under this

Amendment and/or the Underlying Agreement.

6. Terms and Termination.

This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein.

7. Amendment to Indemnity.

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

With respect to any action or claim subject to indemnification herein by the Business Associate, the Business Associate shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of JPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Business Associate's indemnification to JPA as set forth herein. The Business Associate's obligation to defend, indemnify and hold harmless JPA shall be subject to JPA having given the Business Associate written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the Business Associate's expense, for the defense or settlement thereof. The Business Associate's obligation hereunder shall be satisfied when the Business Associate has provided to JPA the appropriate form of dismissal relieving JPA from any liability for the action or claim involved.

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

In the event there is conflict between this clause and California Civil Code

Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Business Associate from indemnifying the JPA to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Amendment, this indemnification shall only apply to the subject issues included within this Amendment.

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



**El Dorado County  
Emergency Services Authority**

---

**ADVANCED LIFE SUPPORT ENGINE AGREEMENT  
BETWEEN  
EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY  
AND**

Pioneer Fire Protection District

1. This agreement made and entered into by and between the El Dorado County Emergency Services Authority (hereinafter referred to as "JPA"); and the Pioneer Fire Protection District (hereinafter referred to as "Contractor"), whose principal place of business is:

7061 Mount Avukum Road, Somerset, CA 95684

RECITALS

2. WHEREAS, the JPA is responsible for providing coordination of Advanced Life Support (ALS) Pre-Hospital medical care within its jurisdiction; and
3. WHEREAS, Contractor desires to provide Advanced Life Support Pre-Hospital medical care services in El Dorado County; and
4. WHEREAS, this Agreement is developed in compliance with the Master Contract for Pre-Hospital Advanced Life Support and Dispatch Services; (hereafter referred to as the "Master Contract") with the County of El Dorado; and
5. 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 7, Section 100167; the County Emergency Medical Service Agency and the Master Contract for Pre-Hospital Advanced Life Support and the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, Trauma Plan, State or local statutes, ordinances or regulations; and
6. WHEREAS, the El Dorado County EMS Agency Medical Director, through the County EMS Agency, and as defined in the Master Contract for Pre-Hospital 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 authority for establishing the required medical equipment, medication inventories, and medical protocols; and

7. WHEREAS, JPA and the Contractor agree that a higher level of medical training may be necessary to provide patient care. The JPA may require the Contractor to provide a higher standard of medical training than is required by the California Code of Regulations Title 22; and
8. WHEREAS, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA") the JPA and Member Agency is defined as a Business Associate of the County under this law, which requires protection of any disclosure of PHI pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; the Genetic Information Nondiscrimination Act (the GINA).
9. WHEREAS, the El Dorado County EMS Agency Medical Director shall have medical control including access to all medical information pertinent to data collection, evaluation and analysis.

### SERVICES TO BE PROVIDED

10. The JPA and Contractor mutually agree as follows:
  - A. Contractor agrees to provide Pre-Hospital Advanced Life Support Services as described in this Agreement. In the performance of its obligation, the Contractor is subject to the medical control of the El Dorado County EMS Agency Medical Director.
  - B. Contractor shall provide Pre-Hospital Advanced Life Support service provided the Contractor has the equipment and personnel available at the time of request for service. To qualify as an ALS engine one of the crew members must be a State of California licensed and locally accredited paramedic. The Contractor shall at the minimum, notify the Emergency Command Center when the ALS engine is responding, when it arrives on scene, when it departs the scene, when it has arrived at its station, or any other status change.
    - Each morning, the Contractor shall advise the Emergency Command Center if the ALS Engine(s) is/are staffed. Any change during the course of the shift shall be reported to the Emergency Command Center, as soon as possible.
  - C. Contractor shall not advertise itself or the responding personnel 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 7, Section 100167.

### STANDARDS

11. Contractor shall, when applicable, 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 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. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

- Applicable shall be defined herein as when the Contractor is performing ALS under this agreement.

### COMMUNICATION

12. The designated Base Hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798 through and including Section 1798.105. The designated Base Hospital for County Service Area No. 7 is Marshall Hospital.

- The dispatch center for County Service Area #7 is Cal Fire, identified as Camino on the radio and currently located at Mount Danaher.

### PERSONNEL REQUIREMENTS

13. Contractor shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Personnel whose certification/accreditation has lapsed shall not be allowed to provide Pre-Hospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation. Contractor shall ensure compliance with all 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.

- A. Contractor shall maintain good working relationships, with other Member Agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; City and County staff. The conduct of the Contractor's personnel must be professional at all times.
- B. Contractor shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. Contractor shall provide, upon the written request from the JPA, training, skills, testing, educational, certifications, or like, records.
- C. The Contractor agrees that paramedics shall receive training and maintain their certifications in Advanced Cardiac Life Support (ACLS)\* and Pediatric Advanced Life Support (PALS)\* or Pediatric Education for Prehospital Professionals (PEPP) or a comparable advanced pediatric life support course approved by the EMSA Medical Director.

\* Per American Heart Association Guidelines.

D. The Contractor agrees that paramedics shall receive training and maintain their

accreditation in the El Dorado County local paramedic renewal program as required annually by the Emergency Medical Services Medical Director. Such training shall not exceed four (4) hours unless approved by the JPA System Status Management Committee prior to the implementation of any proposed training.

- E. Under this Agreement, Contractor will provide services to JPA and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Appendix A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

In as much as an exchange of Protected Health Information (PHI) will occur between JPA and Contractor, Contractor agrees to faithfully distribute to patient the El Dorado County Notice of Privacy Practices, to be supplied by JPA, before the first delivery of service for all non-emergency transfers and dry runs with patient contact, where services were provided to patient. All Notices of Privacy Practices for emergency transfers will be mailed by El Dorado County Ambulance Billing as soon as practical following the provision of services.

- 14. Contractor may participate in providing community education on 9-1-1 system access, CPR and first aid.

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- 15. Contractor shall have and maintain a comprehensive internal medical and operational quality assurance program. This program shall, at a minimum, monitor and evaluate the Pre-Hospital Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by the JPA and the EMS Agency.
  - A. Contractor shall cooperate fully in supplying all requested documentation as it relates to Medical Quality Improvement/Assurance to the JPA, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.
  - B. Contractor shall allow inspections, or site visits at any time by JPA and County EMS Agency staff, with a minimum of one (1) hour notice to the Contractor's Chief for purposes of JPA contract compliance and or Medical Quality Improvement/Assurance.

#### MUTUAL AID & DISASTER

- 16. Contractor shall cooperate in the establishment and maintenance of Mutual Aid Agreements among the JPA and other jurisdictions.

17. Contractor shall cooperate with JPA in establishing disaster and multi-casualty incident plans, policies and procedures; and, assist in planning and participate in interagency disaster/multi-casualty incident training exercises annually.

#### EQUIPMENT, POLICY & PROCEDURE

18. Standards for medical equipment shall be in compliance with the JPA, and County EMS Agency Policy and Procedure Manuals promulgated by the JPA and County EMS Agency as required for the level of service being provided. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. Contractor shall be charged with the knowledge of the procedures and policies.

- Policies and Procedures shall be reviewed and approved by the Contractor, the JPA, and the EMSA annually. Changes or amendments in the policies and procedures shall be reviewed by the Member Agencies prior to adoption and copies of any changes to the policies or procedures shall be provided to the Member Agencies within 48 hours of adoption.

19. Contractor shall possess and agree to maintain adequate drug and solution inventory, and supplies in compliance with the El Dorado County EMS Agency Policy and Procedure Manual and per Contractor Policy relating to those drugs and/or narcotics requiring 24-hour control and lock up.

- The JPA shall provide or replace to the Contractor medical supplies used during the course of providing patient care, ALS or training.
- Contractor agrees to comply with all federal, state, local laws, rules and regulations and JPA policies and procedures related to the security and protection of medical supplies, equipment and controlled substances.

#### REPORTING

20. Contractor personnel shall utilize the El Dorado County "Pre-Hospital Care Report" (PCR) (in electronic digital and/or paper form) for all emergency and non-emergency responses including non-transports.

21. Contractor shall be furnished with JPA Report forms which shall be provided to the Contractor's personnel for the purpose of recording unusual, significant, Sentinel, or other peculiar events. The Contractor shall return properly executed reports to the JPA by the next business day. . The Contractor shall ensure that its personnel understand and utilize such forms and reporting systems.

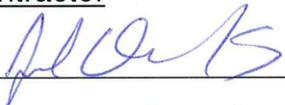
22. JPA shall provide to Contractor a list of CSA No. 7 owned fixed assets assigned to the Contractor no more than one week after the El Dorado County Auditor-Controller's Office provides the list to County Departments. The JPA will also provide the Contractor with a list of JPA owned fixed assets. The list shall clearly separate mobile medical equipment from other equipment provided to the Contractor. The list shall be accompanied by the County established time lines that the Contractor agrees to meet.

23. In the event that there are unallocated/missing items, a letter of explanation is required, signed by the Contractor Board Chairperson, detailing what is missing, why, and what process was used to locate the item. The letter is to be submitted to the JPA Executive Director along with the signed off inventory list. The JPA Executive Director will submit a list of any missing items to the JPA Board of Directors and request Board direction on any action to be taken.

CHANGES & DURATION

24. 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.
25. 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.
26. Upon termination of the agreement the Contractor agrees to return all JPA and CSA No. 7 fixed assets to the JPA.
27. The JPA may deny, suspend or revoke this Agreement for failure of the Contractor to comply with this Agreement.
28. This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions within this Agreement. This Agreement will be reviewed by March 1<sup>st</sup> of each year for continuation of service.
29. All notices to be given by the parties hereto shall be in writing and sent postage prepaid by registered mail. Notices to Contractor shall be addressed as follows, or to such other location as either party directs:

JPA  
480 Locust Road  
Diamond Springs, CA 95619  
Attn: Executive Director

Contractor  
  
\_\_\_\_\_  
Pioneer Fire Protection District  
\_\_\_\_\_  
7061 Mt. Auburn Rd.  
\_\_\_\_\_  
Somerset, CA 95684

## INDEMNITY

30. To the fullest extent of the law, Contractor shall defend, indemnify, and hold the JPA 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, JPA 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the JPA, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save JPA harmless includes the duties to defend set forth in California Civil Code Section 2778.
31. To the fullest extent of the law, JPA shall defend, indemnify, and hold the Contractor 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, Contractor's employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the JPA's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Contractor's, its officers and employees, or as expressly provided by statute. This duty of JPA to indemnify and save Contractor's harmless includes the duties to defend set forth in California Civil Code Section 2778.

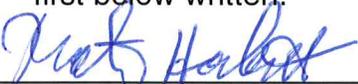
## INSURANCE

32. The Contractor shall provide to the JPA a Certificate of Insurance or similar certified proof of insurance for:
- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
  - B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
  - C. 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 Contractor's business.
  - D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$5,000,000 per occurrence.
  - E. Contractor 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, Contractor 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. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, JPA may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

ADMINISTRATION

- 33. Contractor shall maintain fiscal records necessary and prudent to meet the standards for accounting practices in use by the County, County Service Area 7, and the JPA.
- 34. 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.
- 35. The JPA Officer or employee responsible for administering this Agreement is the Executive Director, or successor.
- 36. 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.
- 37. If any provision of this Agreement is held by a court of appropriate 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.
- 38. 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.
- 39. In Witness Whereof the parties hereto have executed this Agreement the day and year first below written.

  
\_\_\_\_\_  
For the JPA

Date 10-8-14

  
\_\_\_\_\_  
For Contractor

Date 10-8-14

## Appendix A

### HIPAA Business Associate Agreement

#### EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY

AND

*Pioneer*

Fire Protection District

This HIPAA Business Associate Agreement Amendment (“Amendment”) entered into by the El Dorado County Emergency Services Authority (hereinafter referred to as “the JPA”) and Pioneer Fire Protection District (hereinafter referred to as “Business Associate”) supplements and is made part of the Business Associate Advanced Life Support Engine Agreement. (“Underlying Agreement”) as of the date of approval by the parties (the “Effective Date”).

#### RECITALS

WHEREAS, JPA and the Business Associate entered into the Underlying Agreement pursuant to which the Business Associate provides services to JPA, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) may be made available to the Business Associate for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and comply with the HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316), that apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

WHEREAS, County of El Dorado (County) is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, the JPA and its sub-contracting agencies that are recipients of PHI are Business Associates as defined in the Privacy Rule; and

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

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

1. Definitions. Unless otherwise provided in this Amendment, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
2. Scope of Use and Disclosure by the Business Associate of County Disclosed

PHI.

- A. The Business Associate shall be permitted to use PHI disclosed to it:
- (1) on behalf of the JPA, or to provide services to the JPA for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the JPA, or the minimum necessary policies and procedures of the JPA and County.
  - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Amendment or required by law, the Business Associate may:
- (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI in its possession to a third party for the purpose of the Business Associate's proper management and administration or to fulfill any legal responsibilities of the Business Associate . The Business Associate may disclose PHI as necessary for the Business Associate's operations only if:
    - (a) The disclosure is required by law; or
    - (b) The Business Associate obtains a written Business Associate agreement from any person or organization to which the Business Associate will disclose such PHI that the person or organization will comply with all applicable HIPAA-HITECH laws:
  - (3) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing JPA and County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by JPA and the County.
  - (4) Not disclose PHI without first notifying and receiving approval from the JPA and/or County. .
- C. The Business Associate agrees that it will neither use nor disclose PHI it receives from any other business associate, except as permitted or required by this Amendment, or as required by law, or as otherwise permitted by law.

3. Obligations of the Business Associate. In connection with its use of PHI disclosed to the Business Associate, the Business Associate agrees to:

- A. Use or disclose PHI only as permitted or required by this Amendment or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Amendment and applicable laws.
- C. To the extent practical, mitigate any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of this Amendment and applicable laws.
- D. Report to JPA any use or disclosure of PHI not provided for by this Amendment of which the Business Associate becomes aware.
- E. Require sub-contractors or agents to whom the Business Associate provides PHI to agree and sign a Business Associate agreement. .
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received..
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- H. Business Associate will notify said party in writing within sixty (60) days where PHI may have been intentionally, and/or inadvertently disclosed and if such disclosure has been secured.
- I. Business Associate and their personnel acknowledge that all collected PHI needs to be secured at all times.

4. PHI Access, Amendment and Disclosure Accounting.

The Business Associate agrees to:

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

of disclosures of PHI.

- (3) The Business Associate shall have available for the JPA the information required by this section for the six (6) years preceding the JPA's request for information.
  - D. Make available to the JPA, the Business Associate's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the Business Associate's compliance with the Privacy Rule, subject to any applicable legal restrictions.
  - E. Within thirty (30) days of receiving a written request from JPA, make available any and all information necessary for JPA to make an accounting of disclosures of JPA PHI by the Business Associate.
  - F. Within thirty (30) days of receiving a written request from JPA, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the Business Associate's possession constitutes a Designated Record Set.
  - G. Not make any disclosure of PHI that JPA would be prohibited from making.
5. Obligations of JPA.
- A. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any restrictions on the use and disclosure of PHI agreed to by JPA that may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, or this Amendment.
  - B. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, of this Amendment.
  - C. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect the Business Associate's use of disclosure of PHI.
  - D. JPA shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by JPA, except as may be expressly permitted by the Privacy Rule.
  - E. JPA will obtain any authorizations necessary for the use or disclosure of PHI, so that the Business Associate can perform its obligations under this Amendment and/or the Underlying Agreement.

6. Terms and Termination.

This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein.

7. Amendment to Indemnity.

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

With respect to any action or claim subject to indemnification herein by the Business Associate, the Business Associate shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of JPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Business Associate's indemnification to JPA as set forth herein. The Business Associate's obligation to defend, indemnify and hold harmless JPA shall be subject to JPA having given the Business Associate written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the Business Associate's expense, for the defense or settlement thereof. The Business Associate's obligation hereunder shall be satisfied when the Business Associate has provided to JPA the appropriate form of dismissal relieving JPA from any liability for the action or claim involved.

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

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Business Associate from indemnifying

the JPA to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Amendment, this indemnification shall only apply to the subject issues included within this Amendment.

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



## El Dorado County Emergency Services Authority

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**ADVANCED LIFE SUPPORT ENGINE AGREEMENT  
BETWEEN  
EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY  
AND**

Rescue Fire Protection District

1. This agreement made and entered into by and between the El Dorado County Emergency Services Authority (hereinafter referred to as "JPA"); and the Rescue Fire Protection District (hereinafter referred to as "Contractor"), whose principal place of business is: 5221 Deer Valley Road, Rescue, CA.

### RECITALS

2. WHEREAS, the JPA is responsible for providing coordination of Advanced Life Support (ALS) Pre-Hospital medical care within its jurisdiction; and
3. WHEREAS, Contractor desires to provide Advanced Life Support Pre-Hospital medical care services in El Dorado County; and
4. WHEREAS, this Agreement is developed in compliance with the Master Contract for Pre-Hospital Advanced Life Support and Dispatch Services; (hereafter referred to as the "Master Contract") with the County of El Dorado; and
5. 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 7, Section 100167; the County Emergency Medical Service Agency and the Master Contract for Pre-Hospital Advanced Life Support and the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, Trauma Plan, State or local statutes, ordinances or regulations; and
6. WHEREAS, the El Dorado County EMS Agency Medical Director, through the County EMS Agency, and as defined in the Master Contract for Pre-Hospital 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 authority for establishing the required medical equipment, medication inventories, and medical protocols; and

7. WHEREAS, JPA and the Contractor agree that a higher level of medical training may be necessary to provide patient care. The JPA may require the Contractor to provide a higher standard of medical training than is required by the California Code of Regulations Title 22; and
8. WHEREAS, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA") the JPA and Member Agency is defined as a Business Associate of the County under this law, which requires protection of any disclosure of PHI pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; the Genetic Information Nondiscrimination Act (the GINA).
9. WHEREAS, the El Dorado County EMS Agency Medical Director shall have medical control including access to all medical information pertinent to data collection, evaluation and analysis.

### SERVICES TO BE PROVIDED

10. The JPA and Contractor mutually agree as follows:
  - A. Contractor agrees to provide Pre-Hospital Advanced Life Support Services as described in this Agreement. In the performance of its obligation, the Contractor is subject to the medical control of the El Dorado County EMS Agency Medical Director.
  - B. Contractor shall provide Pre-Hospital Advanced Life Support service provided the Contractor has the equipment and personnel available at the time of request for service. To qualify as an ALS engine one of the crew members must be a State of California licensed and locally accredited paramedic. The Contractor shall at the minimum, notify the Emergency Command Center when the ALS engine is responding, when it arrives on scene, when it departs the scene, when it has arrived at its station, or any other status change.
    - Each morning, the Contractor shall advise the Emergency Command Center if the ALS Engine(s) is/are staffed. Any change during the course of the shift shall be reported to the Emergency Command Center, as soon as possible.
  - C. Contractor shall not advertise itself or the responding personnel 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 7, Section 100167.

### STANDARDS

11. Contractor shall, when applicable, 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 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. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

- Applicable shall be defined herein as when the Contractor is performing ALS under this agreement.

### COMMUNICATION

12. The designated Base Hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798 through and including Section 1798.105. The designated Base Hospital for County Service Area No. 7 is Marshall Hospital.

- The dispatch center for County Service Area #7 is Cal Fire, identified as Camino on the radio and currently located at Mount Danaher.

### PERSONNEL REQUIREMENTS

13. Contractor shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Personnel whose certification/accreditation has lapsed shall not be allowed to provide Pre-Hospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation. Contractor shall ensure compliance with all 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.

- A. Contractor shall maintain good working relationships, with other Member Agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; City and County staff. The conduct of the Contractor's personnel must be professional at all times.
- B. Contractor shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. Contractor shall provide, upon the written request from the JPA, training, skills, testing, educational, certifications, or like, records.
- C. The Contractor agrees that paramedics shall receive training and maintain their certifications in Advanced Cardiac Life Support (ACLS)\* and Pediatric Advanced Life Support (PALS)\* or Pediatric Education for Prehospital Professionals (PEPP) or a comparable advanced pediatric life support course approved by the EMSA Medical Director.

\* Per American Heart Association Guidelines.

D. The Contractor agrees that paramedics shall receive training and maintain their

accreditation in the El Dorado County local paramedic renewal program as required annually by the Emergency Medical Services Medical Director. Such training shall not exceed four (4) hours unless approved by the JPA System Status Management Committee prior to the implementation of any proposed training.

- E. Under this Agreement, Contractor will provide services to JPA and in conjunction with the provision of such services, certain Protected Health Information ("PHI") may be made available to Contractor for the purposes of carrying out its obligations. Contractor agrees to comply with all the terms and conditions of Appendix A, HIPAA Business Associate Agreement, attached hereto and made by reference a part hereof, regarding the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

In as much as an exchange of Protected Health Information (PHI) will occur between JPA and Contractor, Contractor agrees to faithfully distribute to patient the El Dorado County Notice of Privacy Practices, to be supplied by JPA, before the first delivery of service for all non-emergency transfers and dry runs with patient contact, where services were provided to patient. All Notices of Privacy Practices for emergency transfers will be mailed by El Dorado County Ambulance Billing as soon as practical following the provision of services.

- 14. Contractor may participate in providing community education on 9-1-1 system access, CPR and first aid.

#### QUALITY IMPROVEMENT & QUALITY ASSURANCE

- 15. Contractor shall have and maintain a comprehensive internal medical and operational quality assurance program. This program shall, at a minimum, monitor and evaluate the Pre-Hospital Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by the JPA and the EMS Agency.
  - A. Contractor shall cooperate fully in supplying all requested documentation as it relates to Medical Quality Improvement/Assurance to the JPA, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.
  - B. Contractor shall allow inspections, or site visits at any time by JPA and County EMS Agency staff, with a minimum of one (1) hour notice to the Contractor's Chief for purposes of JPA contract compliance and or Medical Quality Improvement/Assurance.

#### MUTUAL AID & DISASTER

- 16. Contractor shall cooperate in the establishment and maintenance of Mutual Aid Agreements among the JPA and other jurisdictions.

17. Contractor shall cooperate with JPA in establishing disaster and multi-casualty incident plans, policies and procedures; and, assist in planning and participate in interagency disaster/multi-casualty incident training exercises annually.

### EQUIPMENT, POLICY & PROCEDURE

18. Standards for medical equipment shall be in compliance with the JPA, and County EMS Agency Policy and Procedure Manuals promulgated by the JPA and County EMS Agency as required for the level of service being provided. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. Contractor shall be charged with the knowledge of the procedures and policies.

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- The JPA shall provide or replace to the Contractor medical supplies used during the course of providing patient care, ALS or training.
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CHANGES & DURATION

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- 25. 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.
- 26. Upon termination of the agreement the Contractor agrees to return all JPA and CSA No. 7 fixed assets to the JPA.
- 27. The JPA may deny, suspend or revoke this Agreement for failure of the Contractor to comply with this Agreement.
- 28. This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions within this Agreement. This Agreement will be reviewed by March 1<sup>st</sup> of each year for continuation of service.
- 29. All notices to be given by the parties hereto shall be in writing and sent postage prepaid by registered mail. Notices to Contractor shall be addressed as follows, or to such other location as either party directs:

JPA  
480 Locust Road  
Diamond Springs, CA 95619  
Attn: Executive Director

Contractor  
Rescue Fire Protection Dist.  
PO Box 201  
Rescue, CA 95672

## INDEMNITY

30. To the fullest extent of the law, Contractor shall defend, indemnify, and hold the JPA 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, JPA 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 Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the JPA, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save JPA harmless includes the duties to defend set forth in California Civil Code Section 2778.
31. To the fullest extent of the law, JPA shall defend, indemnify, and hold the Contractor 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, Contractor's employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the JPA's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Contractor's, its officers and employees, or as expressly provided by statute. This duty of JPA to indemnify and save Contractor's harmless includes the duties to defend set forth in California Civil Code Section 2778.

## INSURANCE

32. The Contractor shall provide to the JPA a Certificate of Insurance or similar certified proof of insurance for:
- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
  - B. Commercial General Liability Insurance of not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
  - C. 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 Contractor's business.
  - D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$5,000,000 per occurrence.
  - E. Contractor 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, Contractor 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. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, JPA may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

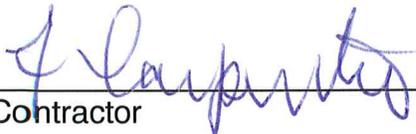
ADMINISTRATION

- 33. Contractor shall maintain fiscal records necessary and prudent to meet the standards for accounting practices in use by the County, County Service Area 7, and the JPA.
- 34. 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.
- 35. The JPA Officer or employee responsible for administering this Agreement is the Executive Director, or successor.
- 36. 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.
- 37. If any provision of this Agreement is held by a court of appropriate 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.
- 38. 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.
- 39. In Witness Whereof the parties hereto have executed this Agreement the day and year first below written



For the JPA

Date 12-02-14



For Contractor

Date 11/12/14

## Appendix A

### HIPAA Business Associate Agreement

#### EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND

Rescue Fire Protection District

This HIPAA Business Associate Agreement Amendment (“Amendment”) entered into by the El Dorado County Emergency Services Authority (hereinafter referred to as “the JPA”) and Rescue Fire Protection District (hereinafter referred to as “Business Associate”) supplements and is made part of the Business Associate Advanced Life Support Engine Agreement. (“Underlying Agreement”) as of the date of approval by the parties (the “Effective Date”).

#### RECITALS

WHEREAS, JPA and the Business Associate entered into the Underlying Agreement pursuant to which the Business Associate provides services to JPA, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) may be made available to the Business Associate for the purposes of carrying out its obligations under the Underlying Agreement; and

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and comply with the HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312 and 164.316), that apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity.

WHEREAS, County of El Dorado (County) is a Covered Entity, as defined in the Privacy Rule; and

WHEREAS, the JPA and its sub-contracting agencies that are recipients of PHI are Business Associates as defined in the Privacy Rule; and

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

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

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

2. Scope of Use and Disclosure by the Business Associate of County Disclosed PHI.

- A. The Business Associate shall be permitted to use PHI disclosed to it:
- (1) on behalf of the JPA, or to provide services to the JPA for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the JPA, or the minimum necessary policies and procedures of the JPA and County.
  - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Amendment or required by law, the Business Associate may:
- (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI in its possession to a third party for the purpose of the Business Associate's proper management and administration or to fulfill any legal responsibilities of the Business Associate . The Business Associate may disclose PHI as necessary for the Business Associate's operations only if:
    - (a) The disclosure is required by law; or
    - (b) The Business Associate obtains a written Business Associate agreement from any person or organization to which the Business Associate will disclose such PHI that the person or organization will comply with all applicable HIPAA-HITECH laws:
  - (3) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing JPA and County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by JPA and the County.
  - (4) Not disclose PHI without first notifying and receiving approval from the JPA and/or County. .
- C. The Business Associate agrees that it will neither use nor disclose PHI it receives from any other business associate, except as permitted or required by this Amendment, or as required by law, or as otherwise permitted by law.

3. Obligations of the Business Associate. In connection with its use of PHI

disclosed to the Business Associate, the Business Associate agrees to:

- A. Use or disclose PHI only as permitted or required by this Amendment or as required by law.
- B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Amendment and applicable laws.
- C. To the extent practical, mitigate any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of this Amendment and applicable laws.
- D. Report to JPA any use or disclosure of PHI not provided for by this Amendment of which the Business Associate becomes aware.
- E. Require sub-contractors or agents to whom the Business Associate provides PHI to agree and sign a Business Associate agreement. .
- F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received..
- G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- H. Business Associate will notify said party in writing within sixty (60) days where PHI may have been intentionally, and/or inadvertently disclosed and if such disclosure has been secured.
- I. Business Associate and their personnel acknowledge that all collected PHI needs to be secured at all times.

4. PHI Access, Amendment and Disclosure Accounting.

The Business Associate agrees to:

- A. Provide access, at the request of JPA, within five (5) days, to PHI in a Designated Record Set, to the JPA, or to an Individual as directed by the JPA.
- B. To make any amendment(s) to PHI in a Designated Record Set that the JPA directs or agrees to at the request of JPA or an Individual within sixty (60) days of the request of JPA.
- C. To assist the JPA in meeting its disclosure accounting under HIPAA:
  - (1) The Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.
  - (2) The JPA agrees to provide to JPA or an Individual, within sixty (60)

days, information collected in accordance with this section to permit the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.

(3) The Business Associate shall have available for the JPA the information required by this section for the six (6) years preceding the JPA's request for information.

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

5. Obligations of JPA.

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

Amendment and/or the Underlying Agreement.

6. Terms and Termination.

This Amendment shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein.

7. Amendment to Indemnity.

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

With respect to any action or claim subject to indemnification herein by the Business Associate, the Business Associate shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of JPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Business Associate's indemnification to JPA as set forth herein. The Business Associate's obligation to defend, indemnify and hold harmless JPA shall be subject to JPA having given the Business Associate written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the Business Associate's expense, for the defense or settlement thereof. The Business Associate's obligation hereunder shall be satisfied when the Business Associate has provided to JPA the appropriate form of dismissal relieving JPA from any liability for the action or claim involved.

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

In the event there is conflict between this clause and California Civil Code

Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Business Associate from indemnifying the JPA to the fullest extent allowed by law.

In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Amendment, this indemnification shall only apply to the subject issues included within this Amendment.

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

**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 LAKE VALLEY FIRE PROTECTION DISTRICT, (hereinafter referred to as "Member Agency"), whose principal place of business is SOUTH LAKE TAHOE CALIFORNIA.

**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 100164; 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. ALS Service Agency A public agency, private corporation, or other business entity which has 1) met all criteria for approval and has been approved by the EMS Agency in accordance with Title 22 California Code of Regulations (CCR) Division 9, Chapter 4, Section 100167 to provide ALS services to a designated geographic area with a designated number of DMT-P units and 2) employees certified EMT-1, certified EMT-2 or licensed paramedic personnel for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport, or during interfacility transfer (Reference Title 22 CCR Section 100401). This definition shall include all authorized air ambulances servicing the County of El Dorado.
3. 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.

4. Arrival at the Scene means the time that an emergency response vehicle comes to a physical stop at an emergency scene (wheels stopped).
5. Base Hospital An acute care hospital responsible for providing on-line (active communication via radio, telephone or other electronic telephonic communication device) and off-line (discussion at Continuous Quality Improvement or peer review meetings) medical direction/control to COUNTY accredited EMT-Ps, pursuant to a written agreement with the COUNTY in accordance with Title 22 CCR Division 9, Chapter 4, Section 100168.
6. County means County of El Dorado, the political subdivision of the State of California. The Health Services Department through its local County EMS Agency is responsible for the direct oversight of prehospital emergency and non-emergency medical care in El Dorado County.
7. Critical Care Transport (CCT) means a transport during which a patient requires a level of medical care and/or observation that exceeds the standard scope of practice for County accredited paramedics. Such services may be rendered by specially trained and authorized paramedics, or registered nurses, physicians, respiratory therapists, perfusionists, physician's assistants, nurse practitioners or nurse midwives as determined by the physician responsible for the patient and the County EMS Agency Medical Director.
8. 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.
9. Emergency Medical Response means responding immediately to any request for ambulance service for an emergency medical condition. An immediate response is one in which the ambulance vehicle responding begins as quickly as possible to take the steps necessary to respond to the call.
10. Emergency Medical Service and Medical Transportation Ordinance means an ordinance adopted by the El Dorado County Board of Supervisors that sets the standards and/or definitions for emergency medical services and medical transport; personnel and training requirements; equipment and supply requirements; response times; communication requirements; and medical transportation service requirements. It empowers the El Dorado County Emergency Medical Services Agency through the County Health Services 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.

11. Emergency Medical Services (EMS) means the medical services provided in an emergency.
12. Emergency Medical Services Agency (EMS Agency) means the administrative agency designated through the Health Services Department by the El Dorado County Board of Supervisors pursuant to Health and Safety Code, Section 1797.200.
13. Emergency Medical Services Aircraft (EMS Aircraft) means any aircraft utilized for the purpose of prehospital emergency patient response and transport. EMS aircraft includes air ambulances and all categories of rescue aircraft.
14. Emergency Medical Technician or EMT means an individual trained in all facets of basic life support (as defined in Health and Safety Code Section 1797.80) according to standards prescribed in the California Code of Regulations, Title 22, Chapter 2, and who has a valid State of California certificate.
15. 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.
16. Medical Director means the medical director of the County EMS Agency.
17. 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.
18. Physician means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.
19. Prehospital Care Report (PCR) means the form approved by the County EMS Agency for the purpose of documenting all patient care provided in El Dorado County and shall also include all required billing information.
20. Primary Response Area means a geographical area designated by the County as an emergency medical services zone.
21. 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.)

22. **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).
23. **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.
24. **Utilization Ratio** means a measure of productivity. The unit hour utilization ratio is calculated by dividing the number of transports during a given period by the number of unit hours produced during the same period.
25. **Unit Hour** means a fully staffed, equipped, and available ambulance available for or involved in emergency medical response for one hour. For example, if a system operates one unit for 24 hours and transports 12 patients in that period, its unit hour utilization ratio would be 0.50.

## **SECTION II - 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.

1. 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 7, Section 100167.
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" 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**

1. Member Agency shall respond to requests for emergency medical services from the designated dispatch center.
2. 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. In the case of scheduled ambulance service, 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 7.
9. In the case of emergency ambulance responses, 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.
10. 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**

1. 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 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 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 TAHOE.

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. In the case of ambulance service, Member Agency shall maintain a minimum staffing level of not less than one (1) EMT 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 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 (EEO). 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**

1. 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.
2. 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**

1. 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**

1. Standards for medical equipment shall be in compliance with the County EMS Agency Policy and Procedure Manual promulgated by the County EMS Agency as required for the level of service being provided. The County EMS Agency provides electronic access to the Policy and Procedure Manual and Manual updates on an ongoing basis. 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.
3. 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**

1. Member Agency personnel shall utilize the El Dorado County “Prehospital Care Report” (PCR) for all emergency and non-emergency responses including non-transports.
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 - 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.
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 - 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 EMS Event Analysis 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 EMS Event Analysis 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 EMS Event Analysis 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 EMS Event Analysis form. 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 in a 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 – 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 III – 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 V of this section. This Agreement will be reviewed by May 31 of each year for continuation of service.

### **Article IV - Compensation for Services**

(TO BE DETERMINED BY CAL TAHOE)

## **Article V – 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 VI – 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 VII - 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 VIII - 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 12900 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 IX – 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

PO BOX 8917  
SOUTH LAKE TAHOE CA 96158  
Attn: BRYAN POND

#### Member Agency

LAKE VALLEY FPD  
2211 KEETAK STREET  
SOUTH LAKE TAHOE CA 96150  
Attn: CHIEF HARRIS

### Article X - 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 XI - 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, terminate this Agreement upon the occurrence of such event.
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.
10. 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 XV - 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 XVI – Taxpayer Identification / Form W9**

Member Agency's federal Taxpayer Identification Number is: 94-6000-511. 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 XVII - Administrator**

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

#### **Article XVIII - 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 XIX - 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.



Transporting and Non-Transporting  
Advanced Life Support Services  
Agreement  
Between Cal Tahoe and Member Agency

Article IV, Exhibit 1

Compensation for Services

Pursuant to the Member Agency agreement between Cal Tahoe and Lake Valley Fire Protection District annual compensation to the member agency will be stipulated within the Cal Tahoe annual fiscal budget. The budget will be evaluated and approved by the Cal Tahoe Board of Directors which is made up by members of the Member Agency

Operational cost by the Member Agency will be compiled and billed to Cal Tahoe on a monthly basis utilizing the billing codes supplied by Cal Tahoe.

Additional compensation paid to the Member Agency will be calculated as part of Cal Tahoe's annual budget process

  
\_\_\_\_\_  
Cal Tahoe

Date 1-18-12

  
\_\_\_\_\_  
Service Member Agency

Date 12/24/11



# City of South Lake Tahoe

*"making a positive difference now"*

March 21, 2012

Bryan Pond  
Cal Tahoe  
1901 Airport Rd. Ste. 301  
South Lake Tahoe, CA 96150

Re: Transporting and Non Transporting Advanced Life Support Services  
Agreement Between Cal Tahoe and Member Agency

Dear Mr. Pond:

At their regularly scheduled meeting of March 20, 2012, the City Council approved the above-referenced agreement.

Enclosed is one original agreement for signature. Once signed, please retain a copy for your files and mail the original to this office.

If you have any questions, please do not hesitate to call me at (530) 542-6003 or email me at [epalazzo@cityofslt.us](mailto:epalazzo@cityofslt.us).

Sincerely,

Ellen Palazzo, CMC  
Assistant City Clerk

Enclosure

**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 City of South Lake Tahoe, (hereinafter referred to as "Member Agency"), whose principal place of business is 1901 Airport Rd, Ste. 300, South Lake Tahoe, CA.

**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 100164; 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. ALS Service Agency A public agency, private corporation, or other business entity which has 1) met all criteria for approval and has been approved by the EMS Agency in accordance with Title 22 California Code of Regulations (CCR) Division 9, Chapter 4, Section 100167 to provide ALS services to a designated geographic area with a designated number of DMT-P units and 2) employees certified EMT-1, certified EMT-2 or licensed paramedic personnel for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport, or during interfacility transfer (Reference Title 22 CCR Section 100401). This definition shall include all authorized air ambulances servicing the County of El Dorado.
3. 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.

4. Arrival at the Scene means the time that an emergency response vehicle comes to a physical stop at an emergency scene (wheels stopped).
5. Base Hospital An acute care hospital responsible for providing on-line (active communication via radio, telephone or other electronic telephonic communication device) and off-line (discussion at Continuous Quality Improvement or peer review meetings) medical direction/control to COUNTY accredited EMT-Ps, pursuant to a written agreement with the COUNTY in accordance with Title 22 CCR Division 9, Chapter 4, Section 100168.
6. County means County of El Dorado, the political subdivision of the State of California. The Health Services Department through its local County EMS Agency is responsible for the direct oversight of prehospital emergency and non-emergency medical care in El Dorado County.
7. Critical Care Transport (CCT) means a transport during which a patient requires a level of medical care and/or observation that exceeds the standard scope of practice for County accredited paramedics. Such services may be rendered by specially trained and authorized paramedics, or registered nurses, physicians, respiratory therapists, perfusionists, physician's assistants, nurse practitioners or nurse midwives as determined by the physician responsible for the patient and the County EMS Agency Medical Director.
8. 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.
9. Emergency Medical Response means responding immediately to any request for ambulance service for an emergency medical condition. An immediate response is one in which the ambulance vehicle responding begins as quickly as possible to take the steps necessary to respond to the call.
10. Emergency Medical Service and Medical Transportation Ordinance means an ordinance adopted by the El Dorado County Board of Supervisors that sets the standards and/or definitions for emergency medical services and medical transport; personnel and training requirements; equipment and supply requirements; response times; communication requirements; and

medical transportation service requirements. It empowers the El Dorado County Emergency Medical Services Agency through the County Health Services 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.

11. Emergency Medical Services (EMS) means the medical services provided in an emergency.
12. Emergency Medical Services Agency (EMS Agency) means the administrative agency designated through the Health Services Department by the El Dorado County Board of Supervisors pursuant to Health and Safety Code, Section 1797.200.
13. Emergency Medical Services Aircraft (EMS Aircraft) means any aircraft utilized for the purpose of prehospital emergency patient response and transport. EMS aircraft includes air ambulances and all categories of rescue aircraft.
14. Emergency Medical Technician or EMT means an individual trained in all facets of basic life support (as defined in Health and Safety Code Section 1797.80) according to standards prescribed in the California Code of Regulations. Title 22, Chapter 2, and who has a valid State of California certificate.
15. 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.
16. Medical Director means the medical director of the County EMS Agency.
17. 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.

18. Physician means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.
19. Prehospital Care Report (PCR) means the form approved by the County EMS Agency for the purpose of documenting all patient care provided in El Dorado County and shall also include all required billing information.
20. Primary Response Area means a geographical area designated by the County as an emergency medical services zone.
21. 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.)
22. 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).
23. 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.
24. Utilization Ratio means a measure of productivity. The unit hour utilization ratio is calculated by dividing the number of transports during a given period by the number of unit hours produced during the same period.
25. Unit Hour means a fully staffed, equipped, and available ambulance available for or involved in emergency medical response for one hour. For example, if a system operates one unit for 24 hours and transports 12 patients in that period, its unit hour utilization ratio would be 0.50.

## **SECTION 11-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.

1. 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 7, Section 100167.
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" 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**

1. Member Agency shall respond to requests for emergency medical services from the designated dispatch center.

2. 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. In the case of scheduled ambulance service, 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 7.

9. In the case of emergency ambulance responses. 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.
10. 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**

1. 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 111-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 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 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 TAHOE.

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. In the case of ambulance service, Member Agency shall maintain a minimum staffing level of not less than one (1) EMT 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 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**

1. 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.
2. 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**

1. 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**

1. Standards for medical equipment shall be in compliance with the County EMS Agency Policy and Procedure Manual promulgated by the County EMS Agency as required for the level of service being provided. The County EMS Agency provides electronic access to the Policy and Procedure Manual and Manual updates on an ongoing basis. 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.
3. 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 111-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.

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3. 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.

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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**

1. Member Agency personnel shall utilize the El Dorado County "Prehospital Care Report" (PCR) for all emergency and non-emergency responses including non-transports.
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 -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.
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 -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 EMS Event Analysis 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 EMS Event Analysis 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 EMS Event Analysis 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 EMS Event Analysis form. 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 in a 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 -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 III -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 V of this section. This Agreement will be reviewed by May 31 of each year for continuation of service.

## **Article IV • Compensation for Services**

(TO BE DETERMINED BY CAL TAHOE)

## **Article V -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 VI-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 VII-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 VIII • 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 61 01); 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 12900 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 IX -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  
1901 Airport Rd. Ste. 301  
South Lake Tahoe, CA 96150  
Attn: Bryan Pond

Member Agency  
City of South Lake Tahoe  
1352 Johnson Blvd.  
South Lake Tahoe, CA 96150  
Attn: Brian Uhler

#### **Article X • 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 XI ~ 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, terminate this Agreement upon the occurrence of such event.
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.

10. 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 XV -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 XVI-Taxpayer Identification I 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 XVII -Administrator**

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

**Article XVIII -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 XIX -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 XX- 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 have executed this Agreement the day and year first below written.

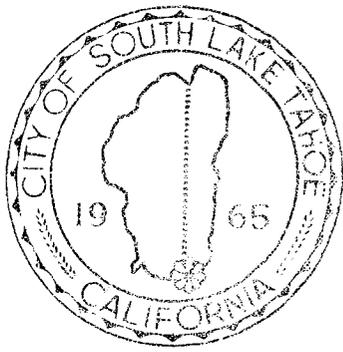
*Byron Ford*  
CAL TAHOE

Date 3-22-12

*Tom Davis*  
Service Member Agency  
CITY OF SOUTH LAKE TAHOE  
Tom Davis, Mayor Pro Tem

Date 3/20/12

ATTEST  
*Susan Alessi*  
Susan Alessi, City Clerk



APPROVED AS TO FORM  
*Patrick Enright*  
Patrick Enright, City Attorney