

**NON-TRANSPORTING  
ADVANCED LIFE SUPPORT SERVICES  
AGREEMENT  
BETWEEN CAL TAHOE AND City Of South Lake Tahoe**

**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 Road, South Lake Tahoe California.

**R E C I T A L S**

**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.
4. 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.
5. 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 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.
7. 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.

8. 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 First Responder ALS, Member Agency shall maintain a minimum staffing level of not less than one (1) CAL TAHOE Paramedic.
4. 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.

5. 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.
6. 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 or incident commander. 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 approved 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.

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: Ryan Wagoner

#### **Member Agency**

1901 Airport Road, Suite 300  
South Lake Tahoe, CA 96150  
Attn: Tom Watson, City Attorney

## **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: \_\_\_\_\_. 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.

\_\_\_\_\_ Date \_\_\_\_\_  
**CAL TAHOE**

\_\_\_\_\_ Date \_\_\_\_\_  
**Service Member Agency**