



**REGULAR MEETING
BOARD PACKET**

Tuesday, June 30, 2022

NEW BUSINESS

ITEM 4.A.

EL DORADO COUNTY ESA / JPA AND GEO CONTRACT



El Dorado County Emergency Services Authority

ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND GEORGETOWN FIRE PROTECTION DISTRICT

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 6283 Main Street, Georgetown, CA 95634.

RECITALS

WHEREAS, the **JPA** is responsible for providing Advanced Life Support ("ALS") pre-hospital medical care within its jurisdiction, in compliance with Contract #2298 for Pre-hospital Advanced Life Support, Ambulance and Dispatch Services with the County of El Dorado ("Master Contract"); and

WHEREAS, **Contractor** desires to provide ALS ambulance service in El Dorado County, for emergency and non-emergency prehospital calls for service, and routine medical transportation; and

WHEREAS, the **Contractor**, from time to time is requested to provide Standby Services for Special Events, such as for an event where spectators and/or participants in the event have a potential for illness or injury, or for any situation where an 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; and

WHEREAS, the **JPA** and the **Contractor** agree that it is necessary to clearly define all expectations and regulations regarding the provision of ALS ambulance service for emergency and non-emergency prehospital calls, Standby and Special Event Services and routine medical transportation services in the current **Contractor** Agreement; and

WHEREAS, this Agreement is developed in compliance with the Master Contract with the County of El Dorado; and

WHEREAS, **Contractor** 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 and Medical Transportation Ordinance; Contract #2298 for Pre-hospital

Advanced Life Support, Ambulance 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, local and state statutes, ordinances or regulations; and

WHEREAS, the El Dorado County EMS Agency Medical Director, ("EMSA MD") through the County EMS Agency, and as defined in the Master Contract, 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 EMSA MD has the authority for establishing the minimum required medical equipment, medication inventories, and medical protocols, with exception to ambulance specifications; and

WHEREAS, the **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

WHEREAS, the EMSA MD shall have retrospective, concurrent, and prospective medical control including access to all medical information pertinent to data collection, evaluation and analysis; and

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") and **Contractor** is defined as a Business Associate of the County under this law, which requires protection of any disclosure of Public Health Information (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; and the Genetic Information Nondiscrimination Act (the GINA).

NOW, THEREFORE, the **JPA** and **Contractor** mutually agree as follows:

SECTION 1-DEFINITIONS

Definitions contained in the Master Contract are herein incorporated into this Agreement by reference.

SECTION 2-SCOPE OF SERVICES

2.1 **Contractor** agrees to provide full-service ALS Ambulance 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 Contractor is subject to the medical control of the EMSA MD, and to the control or direction of the **JPA**.

2.2 **Contractor** shall provide and operate one (1) pre-hospital ALS ambulance(s) as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.

2.3 **Contractor** 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, **JPA** Policies and Procedures and any other applicable statute, ordinance, and resolution regulating ALS 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.

2.4 This Agreement is for pre-hospital ALS ambulance services provided in the primary response area of El Dorado County known as CSA No. 7, also referred to as the West Slope of El Dorado County. **Contractor** shall be responsible for providing pre-hospital ALS ambulance service for all requests for ALS service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.

2.5 **Contractor** shall ensure that personnel are familiar with local geography throughout the primary response area.

2.6 Performance in this Agreement means appropriately staffed and equipped ambulances at the Advanced Life Support level which respond within defined Response Time standards and performance standards pursuant to the requirements established by the County and articulated in the Master Contract. Clinical performance must be consistent with approved local medical standards and protocols. The conduct of personnel must be professionally and courteous at all times. In the performance of its obligation hereunder, it is agreed that **Contractor** is subject to medical control or direction of the County and the **JPA**.

2.7 **Contractor** shall not advertise itself or the responding ambulance unit as providing ALS services unless routinely providing ALS services on a continuous twenty-four (24) hr-per-day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.

2.8 The designated Base Hospital for County Service Area No. 7 is Marshall Medical Center.

2.9 The designated Dispatch Center for County Service Area No. 7 is the California Department of Forestry and Fire Protection (CAL Fire) Emergency Command Center in Camino.

SECTION 3-SERVICE STANDARDS

3.1 **Contractor** shall transport each patient in need of or requiring transport to the appropriate hospital as defined in County Protocol.

3.2 **Contractor** shall immediately respond to requests for ambulance service from the designated dispatch center to the address or location given unless diverted by the designated dispatch center pursuant to the **JPA's** System Status Management Plan.

3.3 **Contractor** shall notify the designated dispatch center when en route, upon arrival at scene, upon departure from scene, upon arrival at hospital, and upon departure from hospital. **Contractor** shall notify the designated dispatch center when they are committed to a call, out of service, back in service, back in in county, or when any other status change occurs.

3.4 **Contractor** shall immediately notify the designated dispatch center to be assigned to an incident in any circumstance involving an emergency response at a location not previously dispatched by the designated dispatch center.

3.5 In the event that the **Contractor** is unable to respond to a request for ambulance service, the crew shall immediately notify the designated dispatch center.

3.6 **Contractor** shall notify the hospital and give a report on patient status, treatment given, and estimated time of arrival. **Contractor** shall communicate current and ongoing patient assessments to the Hospital and collaborate with Hospital in the provision of care, and follow physician or MICN direction as instructed.

3.7 If contact with the Hospital is not obtainable, the **Contractor** shall operate under El Dorado County Treatment Protocols.

3.8 **Contractor** shall allow inspections, site visits, or ride-alongs at any time by County EMS Agency staff, and/or **JPA** staff, with reasonable notice, for purposes of Agreement compliance and medical quality assurance.

3.11 The **Contractor** and all personnel who provide service on the ambulance unit shall abide by the policies and operating procedures set forth by the **JPA** to meet the implementation of the System Status Management Plan including system move-up, staffing adjustments, transfers, standbys, and all other activities of the ambulance service.

3.12 The maximum unit hour utilization (UHU) for a 24-hour ambulance transport unit crew shall not exceed 0.40 continuously without **JPA** and County approval. The **JPA** and **Contractor** may review the System Status Management Plan any time the ratio of unit utilization to unit hour production exceeds 0.40 UHU.

SECTION 4- STANDBY AND SPECIAL EVENT COVERAGE

4.1 Non-dedicated Standby Ambulance Service

Upon request by law enforcement and/or fire departments, and where available units/staffing exist, the **Contractor** may furnish courtesy stand-by ambulance coverage

at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public. Other community service-oriented entities may request non-dedicated standby ambulance coverage for special events from the **Contractor**. The **Contractor** is encouraged to provide such non-dedicated stand-by coverage to events when possible. The **Contractor** will offer such non-dedicated standby ambulance services at no charge.

4.2 Dedicated Standby Ambulance Service

Community service-oriented entities or commercial enterprises may request dedicated stand-by ambulance coverage for special events from the **Contractor**. Each dedicated standby ambulance service event shall have a two-hour minimum. The **Contractor** will offer such dedicated standby ambulance services at the rates established by the El Dorado County Board of Supervisors. The **Contractor** is hereby authorized by **JPA** to execute any necessary contracts for these services with the requester of services. **Contractor** shall secure all billing information required by County so that County can bill the responsible parties for such services and provide to the **JPA** a copy of any such contract and required billing information.

SECTION 5-PERSONNEL

5.1 **Contractor** shall maintain a minimum staffing level of not less than one (1) EMT-Basic and one (1) EMT-Paramedic for each in-service Ambulance.

5.2 **Contractor** shall ensure that all EMT-Paramedic personnel are licensed by the State of California and accredited with the El Dorado County EMS Agency. **Contractor** shall ensure that all EMT-Basic personnel are State of California certified. 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.

5.3 **Contractor** shall ensure compliance with all EMT-Basic and EMT-Paramedic 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.

5.4 **Contractor** shall ensure that all personnel are physically and mentally fit to serve in the prehospital care capacity. No personnel shall use intoxicating substances while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.

5.5 In compliance with federal law, the **JPA** and its **Contractors** shall maintain a drug free workplace, including legalized marijuana.

5.6 In the case of a Critical Care Transport (CCT), each CCT ambulance shall be staffed with a minimum of one EMT-Basic and one (1) qualified medical person(s) to provide critical care during transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.

5.7 **Contractor** shall ensure that the medical certification and/or accreditation level of all personnel be available on request. Said identification shall be worn as deemed operationally necessary.

5.8 **Contractor** shall maintain good working relationships with fire agencies; first response 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.

5.9 **Contractor** shall ensure professional and courteous conduct at all times from all personnel assigned to the **JPA** Ambulance Unit.

5.10 **Contractor** shall conduct annual written performance evaluations on each employee assigned to the **JPA** Ambulance Unit with regard to their medical duties and performance.

5.11 **Contractor** shall participate in the Department of Motor Vehicle Pull Notice program for regular updates of employees' driver's license status.

5.12 **Contractor** and **Contractor** employees assigned to the **JPA** Ambulance Unit shall comply with all applicable **JPA** policies, operating procedures, and standards.

5.13 The **Contractor** will negotiate individually with recognized employee organizations for wage and fringe benefits as well as working conditions. **Contractor** shall ensure safe and sanitary living quarters for on-duty personnel.

SECTION 6- EQUAL OPPORTUNITY EMPLOYER

6.1 **Contractor** 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 the **Contractor** 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, physical handicap, or other protected status.

All recruitment, hiring, placements, transfers and promotions will be on the basis of individual skills, knowledge and abilities, regardless of the above identified categories. All other personnel actions such as compensation, benefits, layoffs, terminations, training, etc., shall also be 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.

SECTION 7-TRAINING & EDUCATION

7.1 **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 specific records upon written request to the **JPA**.

7.2 **Contractor** shall participate in EMS system components that include paramedic, nurse and trainee field observations including ride-a-longs, disaster drills, and continuing education programs.

7.3 **Contractor** shall provide qualified EMT-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, receiving hospitals, and the **JPA** Policies & Procedures. FTO's shall provide training in any optional scope of practice procedure currently in effect in El Dorado County.

7.3.1 **Contractor** shall ensure that FTO's shall be allowed to attend meetings and/or training pertinent to the El Dorado County EMS system. The EMSA MD shall approve all El Dorado County FTO's.

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

7.5 **Contractor** agrees that EMT- Paramedics and EMT-Basics shall maintain their accreditation and certification or licensure as required by state and local policy.

7.6 In addition to being either an EMT-Paramedic or EMT-Basic, **Contractor** agrees that employees staffing an ambulance shall at a minimum meet the agency's firefighter requirements. Employees will receive on-going firefighting training and shall participate in exercise drills to maintain an acceptable level of skill, knowledge and experience. Employees will be suitably outfitted with the necessary protective equipment and gear to perform the duties of a Firefighter

SECTION 8- QUALITY ASSURANCE

8.1 **Contractor** shall at a minimum follow the requirements of the **JPA** CQI Plan.

8.2 **Contractor** shall participate in assigned **JPA** quality improvement/quality assurance activities and shall appoint appropriate personnel to serve on pre-hospital 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 as mutually agreed upon between the **Contractor** and the **JPA**.

8.3 **Contractor** shall cooperate fully in supplying all requested documentation to the **JPA**, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.

8.4 **Contractor** shall allow inspections, site visits or ride-a-longs at any time by **JPA** and County EMS Agency staff, with a minimum of one (1) hour notice to the Fire Chief or designee for purposes of **JPA** contract compliance and medical quality assurance.

8.5 **Contractor** shall comply with California Code of Regulations, Title 22. Social Security, Division 9. Pre-Hospital Emergency Medical Services, Chapter 12. EMS System Quality Improvement, Articles 1 thru 5.

SECTION 9- MUTUAL AID, MASS CASUALTY & DISASTER

9.1 Mutual aid response shall be performed in accordance with approved cover and mutual aid agreements. In the course of rendering Mutual Aid, the **Contractor** shall be exempt from the maximum response time standards criteria. **Contractor** 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.

9.2 **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.

9.3 During declared disasters or large-scale multi-casualty incidents, **Contractor** shall be exempt from all responsibilities for response-time performance. When the **Contractor** is notified that disaster assistance is no longer required, the **Contractor** shall return its resources to the primary area of responsibility and shall resume all operations in a timely manner.

SECTION 10- AMBULANCE SUPPLIES & EQUIPMENT

10.1 The **JPA** will be financially responsible for the ambulance fleet. This financial responsibility includes asset/inventory management such as:

- A. Communications equipment (i.e., radios, tablets, AVL, Cradlepoint)
- B. Vehicle maintenance
- C. Vehicle parts
- D. Vehicle tires
- E. Medical Equipment (i.e. gurneys, powerloads, stair chairs, cardiac monitors, mechanical compression devices)
- F. Medical supplies
- G. Controlled Substances & Controlled Substance Storage
- H. Airgas equipment rental
- I. FasTrak equipment and fines
- J. Fuel
- K. Insurance for medic units

10.2 **Contractor** shall possess and maintain adequate medical supplies in compliance with the El Dorado County EMS Agency, and **JPA** Policies and Procedures Manuals. In addition, **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 the ambulances, medical supplies, equipment and controlled substances.

10.3 Standards for medical equipment shall be in compliance with the County EMS Agency Policy and Procedure Manual. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. **Contractor** shall be charged with knowledge of the Policies & Procedures. Policies and Procedures shall be updated from time to time as determined necessary by the County EMS Agency.

10.4 Compliance with these medical equipment requirements is mandated for in service reserve ambulances. The ambulance and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.

10.5 Upon inspection by the County or the **JPA**, any primary or in service reserve ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is 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.

10.6 **Contractor** shall utilize 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 may be monitored by the **JPA** and the County EMS Agency.

10.7 **Contractor** shall recognize the right of the **JPA** to move issued equipment to another **Contractor** as needed to assure system wide services, as long as such movement does not impede **Contractor's** ability to provide the services defined in the Master Contract and this Agreement.

10.8 **Contractor** shall not take ownership of the ambulance or any related equipment.

10.9 The **JPA** shall provide ambulances and all other required equipment needed to function as an Advanced Life Support Unit.

SECTION 11- REPORTS & POLICIES

11.1 **Contractor** shall submit reports and data to the **JPA** in a form and manner approved by the **JPA**. The articles hereinafter detail reporting requirements and timetables, which are intended to be mandatory and exemplary but not intended to be all-inclusive. **Contractor** shall be responsible to ensure that all information is provided to the **JPA** in a timely manner as indicated throughout this Agreement.

11.2 **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.

11.2.1 The Pre-hospital Care Report and billing paperwork shall be submitted to the County according to the time frames established in writing by Ambulance Billing as required by El Dorado County EMS Policy.

11.2.2 **Contractor** 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, **Contractor** shall remain responsible to obtain the required information and submit it to the County. **Contractor** personnel shall adhere to the requirements of the El Dorado County EMS Policy for proper reporting and documentation.

11.3 Ambulance Billing shall notify the **JPA** of failure to adequately complete and submit a PCR within forty-eight (48) hours of the completion of the call. Repeated failures to adequately complete the PCR shall be reported to the **JPA**, and the **JPA** shall notify **Contractor** to correct the omission/error situation. The **Contractor** shall have five

business days in which to furnish the required information to Ambulance Billing. For every ePCR not delivered within five (5) business days of the required delivery date, the **JPA** may fine the **Contractor** two hundred and fifty (\$250) dollars.

11.4 For every ePCR that is not accurately completed and turned over to the County within thirty (30) days of the completion of each call, the **JPA** may fine **Contractor** an additional one thousand (\$1,000) dollars.

11.5 **Contractor** shall provide its personnel with Incident Report forms and shall ensure that its personnel understand and utilize such forms. **Contractor** shall notify the **JPA** within 24-hours of a sentinel event. Examples: injury to patient, crew or public, or high-profile incident. **Contractor** may also provide notification and Incident Forms to the El Dorado County EMS Agency.

11.6 **Contractor** 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 Paramedic or the **Contractor** feel should be documented but are not appropriate to include on the PCR should be included on the Incident Report. Such activities may include but are not limited to: acts of violence against personnel, 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 in established EMSA forms and sent to the **JPA** by the next business day.

11.7 **Contractor** 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. Vehicle failure and ambulance accident reports shall be sent to the **JPA** within 24 hours of the occurrence.

11.8 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) **Contractor** shall submit a Response Time Exception Report to the **JPA**. The reason for the delayed response time shall be clear, precise, and verifiable in order to determine if the exception is acceptable. These reports shall be submitted to the **JPA** for the previous calendar month of service on a monthly basis by the 1st day of the next month.

11.9 **Contractor** shall be responsible for maintaining complete and legible vehicle inspection logs and have them available for audit by the **JPA** for a period of one year.

11.10 **Contractor** shall be responsible to comply with all operational policies and standards currently articulated in this Agreement; the **JPA'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 Medical Services Agency.

11.11 The **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.

11.12 **Contractor** shall comply with all applicable **JPA** policies, operating procedures, and standards.

11.13 **JPA** shall maintain an equipment inventory list and conduct an annual inventory of all fixed assets of **JPA** and/or CSA-7 in the possession of the **Contractor**. The list shall verified as accurate by the **Contractor**.

SECTION 12: COMPETITION

12.1 **Contractor**, and its principals are prohibited from engaging in any enterprise that effectively results in competition for emergency and non-emergency ambulance services of any kind within the Primary Response Area as described in this Agreement.

SECTION 13- BILLING FOR SERVICES

13.1 Parties receiving non-emergency and/or emergency medical transport services from **Contractor** 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. **JPA** shall provide ambulance billing rate forms to ambulance personnel, and personnel may make these forms available to individuals upon request.

SECTION 14- COMPENSATION

14.1 Compensation shall be the **JPA** Board of Directors approved budget amounts as outlined in Appendix B.

14.2 **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**.

14.3 The **JPA** will reimburse other **Contractor's** for any use of their personnel, on a regular basis, in order to provide coverage of back-up units, special details or assignments. Such reimbursement to be at the actual cost of such services to the other members of the **JPA**.

14.4 A **Contractor** shall not assume liability for the payment of salary, wages or other compensation to officers, agents or employees of the other **Contractor's** or parties performing service under the Master Contract, or any liability other than that provided in this agreement.

14.5 **Contractor** shall not be responsible for benefits, wages, seniority, or other employee rights granted by any other **Contractor** to its employees if or when such other **Contractor** employees are assigned to the **Contractor** in the performance of services and functions pursuant to this agreement.

14.6 **Contractor** shall not be liable for compensation to or indemnification of other **Contractor** or parties performing service under the Master Contract for injury or sickness arising out of the performance of this agreement.

14.7 The **JPA** shall provide the funding and insurance policy for ambulance collision and comprehensive coverage for equipment of and on the ambulance.

14.8 The **JPA** shall provide dispatch services for ambulances, as defined in the Master Contract.

14.9 The **JPA** shall not be responsible for benefits, wages, seniority, workers' compensation, or other employee rights granted by law or by contract to **Contractor's** employees.

SECTION 15- CHANGES

15.1 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.

15.1.1 This Agreement may be terminated by either party, upon receipt of written notice, with at least a 90-calendar day advance notice.

15.1.2 The **JPA** may deny, suspend or revoke this Agreement for failure of the **Contractor** to comply with this Agreement, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance; or applicable policies, procedures and regulations.

SECTION 16- INDEPENDENT CONTRACTOR

16.1 In performance of the services herein provided for, **Contractor** shall be, and is, an independent contractor, and is not an agent or employee of **JPA**.

16.2 Pursuant to this Agreement, it is acknowledged and agreed that the **JPA** and **Contractor** are both legally separate entities. No other special relationship will arise from this Agreement except as so stated.

16.3 **Contractor** 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. **Contractor** 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.

16.3.1 **Contractor** 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. **JPA** shall not be charged with responsibility of preventing risk to the **Contractor** or its employees.

16.3.2 **JPA** engages **Contractor** for **Contractor's** unique qualifications and skills as well as those of **Contractor's** personnel. **Contractor** 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 **JPA**.

16.4 **Contractor** is the sole employer of **Contractor's** employees. **JPA** has no right to direct, control, schedule, or supervise **Contractor's** employees, nor does the **JPA** have the right to hire or fire **Contractor's** employees or set their compensation. **JPA** shall not be liable for amounts owed by **Contractor** as a result of its employment relationship with its employees, such as wages, benefits, pension contributions, or workers' compensation.

SECTION 17- NON-DISCRIMINATION, BENEFITS, & FACILITIES

17.1 **Contractor** certifies under the laws of the State of California that **Contractor** shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 129000 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.

17.2 For the purpose of this Agreement, discriminations on the basis of race, color, creed, national origin, sex, age, physical or mental disability, or other protected characteristic 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.

SECTION 18- INDEMNITY

18.1 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 attorney's 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.

18.2 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 attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, **Contractor** 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**, its officers and employees, or as expressly provided by statute. This duty of **JPA** to indemnify and save **Contractor** harmless includes the duties to defend set forth in California Civil Code Section 2778.

SECTION 19- INSURANCE

19.1 The **Contractor** shall provide to the **JPA** proof of a policy of insurance and documentation evidencing that the **Contractor** maintains insurance that meets the following requirements set forth hereinafter.

19.1.1 Full Worker's Compensation and Employers' Liability Insurance covering all **JPA** funded employees of the **Contractor** as required by law in the State of California.

19.1.2 Commercial General Liability Insurance of not less than \$6,000,000 combined single limit per occurrence for bodily injury and property damage.

19.1.3 Professional liability for **JPA** funded employees is required with a limit of liability of not less than \$1,000,000 per occurrence.

19.1.4 **Contractor** shall furnish a certificate of insurance satisfactory to the **JPA** as evidence that the insurance required above is being maintained. The insurance shall be issued by an insurance company acceptable to the **JPA**.

19.2 **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. New certificates of insurance are subject to the approval of the **JPA** and **Contractor** agrees that no work or services shall be performed prior to the giving of such approval. 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.

19.2.1 The certificate of insurance must include the following provisions stating that: 1) The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to **JPA**, and; 2) The **JPA**, its 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.

19.3 **Contractor's** insurance coverage shall be primary insurance as respects to the **JPA**, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the **JPA** its officers; officials, employees or volunteers shall be in excess of the **Contractor's** insurance and shall not contribute with it.

19.3.1 Any deductibles or self-insured retentions must be declared to and approved by the **JPA**, either:

19.3.1.1 The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **JPA**, its officers, officials, employees, and volunteers; or

19.3.1.2 **Contractor** shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

19.4 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the **JPA**, its officers, officials, employees or volunteers.

19.5 The insurance companies shall have no recourse against the **JPA**, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

19.6 The **Contractor's** obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

19.7 In the event the **Contractor** cannot provide an occurrence policy, **Contractor** 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.

19.7.1 Certificate of insurance shall meet such additional standards as may be determined by the **JPA**.

SECTION 20- INTEREST OF PUBLIC OFFICIAL

20.1 Except for their duties to the **JPA** Board, no official or employee of **Contractor** who exercises any functions or responsibilities in review or approval of services to be provided by **Contractor** under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects his/her 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 the **JPA** have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 21- INTEREST OF CONTRACTOR

21.1 **Contractor** covenants that **Contractor** 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.

SECTION 22- VENUE

22.1 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. **Contractor** waives any removal rights it might have under Code of Civil Procedure Section 394.

SECTION 23- ADMINISTRATION

23.1 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
530-642-0622
Attn: Executive Director

Contractor
6283 Main Street
Georgetown, CA 95634
(530) 333-4111
Attn: Fire Chief

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

SECTION 24- DISPUTES

24.1 Should any disputes arise between and/or among the **Contractor**, other Member Agencies, the **JPA** or the County EMS Agency, all parties will have the right to bring such disputes to the **JPA** Board of Directors, as provided by the Master Contract.

SECTION 25- FORCE MAJEURE

25.1 If any party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this agreement, that party shall give to the other parties hereto prompt written notice of the Force Majeure with reasonable full particulars concerning it.

25.2 Thereupon, the obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than the continuance

of, the Force Majeure, except for a reasonable time thereafter required to resume performance.

25.3 During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the agreement.

25.4 Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders or preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under the agreement

25.5 The party whose performance is excused due to the occurrence of an event of Force Majeure shall, during such period, keep the other parties notified of all such actions required in order for it to be able to commence or resume performance of its obligations under the agreement.

25.6 Force Majeure is defined as an act of God, act of public enemy, war and other causes not reasonably within the control of any parties hereto.

25.7 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.

25.8 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.

SECTION 26- TERM

26.1 This agreement shall become effective on July 1, 2022, and will remain in effect, unless terminated pursuant to the provisions herein. This Agreement will be reviewed annually.

SECTION 27-PRIOR AGREEMENTS SUPERSEDED

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they supersede all prior written or oral agreements or understandings in connection with the same subject matter. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

In witness whereof, the parties hereto have executed this Agreement the day and year first below written.

Brian K. Veerkamp, Executive Director
El Dorado County Emergency Services Authority

Date _____

Fire Chief Glenn Brown
Georgetown Fire Protection District

Date _____

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 the Georgetown Fire Protection District (hereinafter referred to as "**Business Associate**") supplements and is made part of the Business Associate Advanced Life Support Ambulance 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") and Electronic Protected Health Information ("ePHI") 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 agency that is a recipient of PHI is a **Business Associate** 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. Upon termination of this Agreement for any reason, the **Business Associate**, with respect to protected health information received from the County or **JPA** or created, maintained, or received by the **Business Associate** on their behalf, shall:

- A. Retain only that protected health information which is necessary for the **Business Associate** to continue its proper management and administration or to carry out its legal responsibilities;
- B. Return or destroy the remaining protected health information that the **Business Associate** still maintains in any form;
- C. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as the **Business Associate** retains the protected health information;
- D. Not use or disclose the protected health information retained by the **Business Associate** when it is no longer needed by the **Business Associate** for its proper management and administration or to carry out its legal responsibilities.

7. Amendment to Indemnity.

The **Business Associate** shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County and the **JPA**, 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 and the **JPA**, 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 **Business Associate'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.

Appendix B

COMPENSATION FOR SERVICES

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND GEORGETOWN FIRE PROTECTION DISTRICT

1. The **Contractor** acknowledges and agrees 1) that the **JPA's** Master Contract with the County is funded from three specific funding sources: CSA No. 7 Property Tax, CSA No. 7 Special Tax, and Ambulance Billing revenue; 2) all of these funding sources are limited and fluctuate from year to year; 3) there are three primary categories of on-going expenditure that must be sustained by CSA No. 7 funding: CSA No. 7 administration activities performed by the County, **JPA** ambulance services and ambulance billing/collection services; and, 4) the Master Contract is primarily a fixed price Agreement with annual adjustments plus standby revenue. The **JPA** and **Contractor** agree that the County shall not fund compensation from any other funds or revenues, including but not limited to the County's General Fund.
2. The **JPA** shall compensate the **Contractor** on a monthly basis based on actual cost with amounts not to exceed those listed in the chart below.

Class 30 Expenses			
Employee Salary & Benefits	Maximum Allowance: \$1,200,000 per medic unit	July 2022 will be compensated at a flat rate of \$100,000 per unit. Beginning with August 2022, compensation will be at actual cost of the previous months Employee Salary & Benefit cost. <i>*Exception: If Contractor pre-pays the UAL obligation, that payment will be distributed over a period not to exceed 12 consecutive calendar months.</i>	
Class 40 Expenses			
Object Code 4022: Uniforms	Maximum Allowance: \$6,000 per medic unit	Compensated at actual cost.	
Object Code 4304 Agency Admin	\$20,000 per medic unit	Compensated annually in July	
Object Code 4440: Rental/Lease Buildings	\$18,000 per medic unit	Compensated annually in January	

Object 4609 Staff Development	Maximum Allowance: \$6,000 per medic unit	Compensated at actual cost	
Object 4700 Utilities	\$9,700 per medic unit	Compensated annually in January	

3. Invoices submitted for reimbursement must be accompanied with supporting documentation including receipts, invoices, personnel rosters and referenced line items and are subject to the review and approval of the **JPA** Executive Director or designee.
4. The **Contractor** agrees to submit a preliminary fiscal year budget to the **JPA** on an annual basis, which will be reviewed and approved by the **JPA** Finance Committee and Board of Directors.
5. The **Contractor** agrees to submit a monthly Expenditure report to the **JPA**, which will be reviewed by the **JPA** Finance Committee and Board of Directors.
6. At any time during the Agreement, in the event that significant circumstances beyond the reasonable control of the **JPA** or **Contractor**, dramatically increase the **Contractor's** expenses or decrease **JPA** revenues, either the **JPA** or the **Contractor** may request to meet and confer regarding the terms of this Agreement.

NEW BUSINESS

ITEM 4.B.

TRANSFER OF RETIREMENT HEALTH CARE INTO CERBT

8557000 - 8557099 GENERAL FUNDPrinted 6/3/2022
8:18:26 AM**General Ledger****Summary for the Accounting Period Ended: May 31, 2022**

	Debit	Credit	Balance
350 FND BAL: UNRSVD UNDESIGNATED	0.00	16,471.31	-16,471.31
411 ACTUAL REVENUES	0.00	4,981.46	-4,981.46
431 EXPENDITURES	28.14	0.00	28.14
FUND BALANCE	28.14	21,452.77	-21,424.63
85570010 GEORGETOWN DEV FEE	21,480.91	21,480.91	0.00
85570020 GEORGETOWN RETIREE HLTH			
ASSETS			
100 EQUITY IN POOLED CASH	87,950.61	0.00	87,950.61
ASSETS	87,950.61	0.00	87,950.61
FUND BALANCE			
350 FND BAL: UNRSVD UNDESIGNATED	0.00	87,694.98	-87,694.98
411 ACTUAL REVENUES	0.00	255.63	-255.63
FUND BALANCE	0.00	87,950.61	-87,950.61
85570020 GEORGETOWN RETIREE HLTH	87,950.61	87,950.61	0.00
85570030 GEORGETOWN OPEB			
LIABILITIES			
235 OTHER LONG TERM LIABILITIES	0.00	294,801.00	-294,801.00
LIABILITIES	0.00	294,801.00	-294,801.00
FUND BALANCE			
350 FND BAL: UNRSVD UNDESIGNATED	294,801.00	0.00	294,801.00
FUND BALANCE	294,801.00	0.00	294,801.00
85570030 GEORGETOWN OPEB	294,801.00	294,801.00	0.00

NEW BUSINESS

ITEM 4.C.

PRELIMINARY BUDGET

NEW BUSINESS

ITEM 4.C.

JPA BUDGET

JPA BUDGET				2021-2022	2022-2023
Ordinary Income/Expense				Budget	Preliminary Budget
					ADOPTED
Income					
		1200 · Other Governmental Agencies		\$1,150,000.00	\$1,259,690.00
		1942 · Miscellaneous Reimbursement		\$-	\$0.00
		Total Income		\$1,150,000.00	\$1,259,690.00
		Gross Profit			\$0.00
Expense					
		30 JP · Payroll Expenses JPA			
		3000 · Salaries Permanent Employees		\$520,000.00	\$558,900.16
		3001 · Temporary Employees		\$72,000.00	\$50,000.00
		3002 · Overtime		\$150,000.00	\$93,999.96
		3004 · Other Compensation		\$7,600.00	\$23,000.00
		3020 · Retirement		\$256,205.67	\$315,551.00
		3021 · OASDI		\$6,500.00	\$6,438.84
		3022 · Medicare		\$9,000.00	\$8,910.04
		3040 · Health Insurance		\$42,000.00	\$79,200.00
		3041 · Unemployment Insurance		\$100.00	\$0.00
		3042 · Long Term Disability		\$1,980.00	\$0.00
		3043 · Deferred Compensation Employer		\$0.00	\$0.00
		3044 · Dental & Vision Insurance		\$8,180.00	\$0.00
		3046 · Retiree Health Defi		\$80,000.00	\$23,990.00
		3060 · Workers Compensation Employer		\$50,400.00	\$40,000.00
		3080-Flexible Benefits		\$350.00	\$0.00
		Total 30 JP · Payroll Expenses JPA		\$1,203,965.67	\$1,199,990.00
		4020 · Clothing & Personal Supplies		\$0.00	\$0.00
		4021 · Fire Turnouts		\$15,000.00	\$0.00
		4022 · Uniforms		\$0.00	\$6,000.00
		4040 · Communications		\$0.00	\$0.00
		4042 · Dispatch		\$0.00	\$0.00
		4044-Cable/Internet		\$0.00	\$0.00
		4060 · Food & Food Products		\$5,000.00	\$0.00
		4080 · Household Expense		\$0.00	\$0.00
		4085 · Refuse Disposal		\$0.00	\$0.00
		4100 · Insurance Premium		\$0.00	\$0.00
		4101 · Insurance-Additional Liability		\$0.00	\$0.00
		4140 · Maintenance Equipment		\$0.00	\$0.00
		4141 · Maint Office Equipment		\$0.00	\$0.00
		4142 · Maint Telephone/Radio		\$0.00	\$0.00
		4145 · Maintenance Equip Parts		\$0.00	\$0.00
		4160 · Vehicle Maintenance Service		\$0.00	\$0.00
		4161 · Vehicle Maintenance Parts		\$0.00	\$0.00
		4162 · Vehicle Maintenance Supplies		\$0.00	\$0.00
		4180 · Maintenance Building & Improvem		\$0.00	\$0.00
		4197 · Maintenance Building Supplies		\$0.00	\$0.00

			4220 · Memberships	\$0.00	\$0.00
			4240 · Miscellaneous Expense - Admin Fee	\$0.00	\$20,000.00
			4260 · Office Supplies	\$0.00	\$0.00
			4261 · Postage	\$0.00	\$0.00
			4263 · Subscription/Newspaper/Journals	\$0.00	\$0.00
			4266 · Printing/Duplicating Services	\$0.00	\$0.00
			4300 · Professional & Specialized Serv	\$20,000.00	\$0.00
			4304 · Agency Administration Fee	\$0.00	\$0.00
			4305 · Audit & Accounting Services	\$0.00	\$0.00
			4308 · External Data Processing Servic	\$0.00	\$0.00
			4313 · Legal Services	\$0.00	\$0.00
			4322 · Medical & Sobriety Exams	\$0.00	\$0.00
			4323 · Psychological Services	\$0.00	\$0.00
			4324 · Medical, Dental, Lab & Ambulance	\$0.00	\$0.00
			4400 · Publication & Legal Notices	\$0.00	\$0.00
			4420 · Rent & Lease Equipment	\$18,000.00	\$18,000.00
			4460 · Small Tools & Instruments	\$0.00	\$0.00
			4461 · Minor Equipment	\$0.00	\$0.00
			4462 · Computer Equipment	\$0.00	\$0.00
			4538 · Software	\$0.00	\$0.00
			4600 · Transportation and Travel	\$0.00	\$0.00
			4609 · Staff Development	\$6,000.00	\$6,000.00
			4617 · Staff Development not 1099	\$0.00	\$0.00
			4700 · Utilities	\$4,339.77	\$9,700.00
			Subtotal Expenses other than payroll	\$68,339.77	\$59,700.00
			Total Expense	\$1,272,305.44	\$1,259,690.00
			Net Ordinary Income	(\$122,305.44)	\$0.00

NEW BUSINESS

ITEM 4.C.

GEO BUDGET

FIRE DISTRICT BUDGET

Ordinary Income/Expense					2021-22 budget	PRELIMINARY
						2022-2023
		Other Pre-Existing Funds				
			0001 · Fund Balance (Carryover)		\$ 208,120.46	\$650,977.88
			0002 · Reserve Balance Released			\$-
			0310 · Reserved General			\$100,000.00
			0317 · Compensated Absences Reserve			\$100,000.00
			0323 · Equipment Replacement Reserve			\$100,000.00
		Total Pre-Existing Funds				\$950,977.88
		Income				
			0100 · Property Taxes Current Secured		\$505,000.00	\$505,000.00
			0110 · Property Taxes Current Unsecured		\$8,500.00	\$8,500.00
			0120 · Property Taxes Prior Secured		\$0.00	\$-
			0130 · Property Taxes Prior Unsecured		\$300.00	\$300.00
			0140 · Property Taxes Supplemental Cur		\$5,139.62	\$10,000.00
			0150 · Property Taxes Supplemental Pri		\$619.53	\$550.00
			0175 · Special Tax Assessment		\$77,000.00	\$77,000.00
			0360 · Penalties		\$3,600.00	\$3,600.00
			0400 · Interest Income		\$2,000.00	\$2,000.00
			0420 · Rent Land and Buildings		\$260,776.61	\$21,600.00
			0820 · Homeowners Property Tax Relief		\$4,200.00	\$4,200.00
			0898 · State: Strike Team Revenues		\$12,519.31	\$200,000.00
			1124 - FED: Off Emergency Services		\$24,645.03	\$-
			1200 · Other Governmental Agencies		\$0.00	\$-
			1310 · Special Assessments		\$147,500.00	\$147,500.00
			1403 · Transfer from Development Fees		\$0.00	\$-
			1740 · Charge for Services		\$0.00	\$-
			1744 · Misc Inspections or Services		\$0.00	\$-
			1940 · Miscellaneous Revenue		\$55,617.82	\$55,617.82
			1941 · Miscellaneous Refund		\$577,627.46	\$68,700.00
			1942 · Miscellaneous Reimbursement		\$20,200.00	\$12,000.00
		Total Income			\$1,913,365.84	\$1,109,767.83
			Without Carryover		\$1,705,245.38	\$1,109,767.83
		Expense				
			30 · Payroll Expenses			
			3000 · Salaries Permanent Employees		\$260,000.00	\$377,359.40
			3001 · Temporary Employees		\$58,385.00	\$24,000.00
			3002 · Overtime		\$36,977.00	\$60,000.00
			3004 · Other Compensation		\$220,000.00	\$100,000.00
			3020 · Retirement		\$70,000.00	\$85,466.00
			3021 · OASDI		\$30,000.00	\$30,000.00
			3022 · Medicare		\$7,000.00	\$6,999.99
			3040 · Health Insurance		\$85,000.00	\$92,400.00
			3041 · Unemployment Insurance		\$2,000.00	\$2,000.00
			3042 · Long Term Disability		\$1,000.00	\$1,000.00

				3043 · Deferred Compensation Employer	\$0.00	\$0.00
				3044 · Dental & Vision Insurance	\$5,500.00	\$5,500.00
				3046 · Retiree Health Defi	\$0.00	\$0.00
				3060 · Workers Compensation Employer	\$75,000.00	\$27,300.00
				Total 30 · Payroll Expenses	\$850,862.00	\$812,025.39
				4020 · Clothing & Personal Supplies	\$3,000.00	\$300.00
				4021 · Fire Turnouts	\$4,800.00	\$4,800.00
				4022 · Uniforms	\$1,600.00	\$1,600.00
				4040 · Communications	\$6,000.00	\$2,000.00
				4042 · Dispatch	\$4,600.00	\$0.00
				4043 - Central Dispatch Services	\$0.00	\$4,800.00
				4044 - Cable/Internet Services	\$0.00	\$0.00
				4060 · Food & Food Products	\$300.00	\$300.00
				4080 · Household Expense	\$3,000.00	\$3,000.00
				4082 - Household Exp: Other	\$0.00	\$0.00
				4085 · Refuse Disposal	\$1,800.00	\$1,800.00
				4100 · Insurance Premium	\$39,000.00	\$48,000.00
				4101 · Insurance-Additional Liability	\$0.00	\$0.00
				4140 · Maintenance Equipment	\$600.00	\$600.00
				4141 · Maint Office Equipment	\$600.00	\$600.00
				4142 · Maint Telephone/Radio	\$3,000.00	\$3,000.00
				4144 - Maint Computer Sys/Software/Licensing	\$0.00	\$1,000.00
				4145 · Maintenance Equip Parts	\$240.00	\$240.00
				4160 · Vehicle Maintenance Service	\$18,000.00	\$2,400.00
				4161 · Vehicle Maintenance Parts	\$600.00	\$1,200.00
				4162 · Vehicle Maintenance Supplies	\$12,000.00	\$6,000.00
				4164 · Vehicle Maintenance Tires	\$3,600.00	\$6,000.00
				4165 - Vehicle Maintenance Oil and Grease	\$0.00	\$0.00
				4180 · Maintenance Building & Improvem	\$12,000.00	\$12,000.00
				4197 · Maintenance Building Supplies	\$4,200.00	\$1,200.00
				4200 · Medical, Dental, and Laboratory	\$300.00	\$300.00
				4220 · Memberships	\$3,800.00	\$3,800.00
				4240 · Miscellaneous Expense	\$0.00	\$1,200.00
				4260 · Office Supplies	\$3,400.00	\$1,200.00
				4261 · Postage	\$300.00	\$300.00
				4263 · Subscription/Newspaper/Journals	\$6,200.00	\$1,200.00
				4266 · Printing/Duplicating Services	\$1,000.00	\$1,200.00
				4300 · Professional & Specialized Serv	\$12,000.00	\$12,000.00
				4304 · Agency Administration Fee	\$0.00	\$0.00
				4305 · Audit & Accounting Services	\$17,000.00	\$17,000.00
				4308 · External Data Processing Servic	\$0.00	\$0.00
				4310 - Contractual Services	\$0.00	\$0.00
				4312 - Arbitrator	\$0.00	\$0.00
				4313 · Legal Services	\$6,000.00	\$12,000.00
				4317 - Criminal Investigations	\$0.00	\$0.00
				4322 · Medical & Sobriety Exams	\$240.00	\$3,200.00

			4323 · Psychological Services	\$0.00	\$0.00
			4324 · Medical, Dental, Lab & Ambulance	\$900.00	\$900.00
			4334 · Fire Prevention Inspections	\$0.00	\$0.00
			4400 · Publication & Legal Notices	\$300.00	\$300.00
			4420 · Rent & Lease Equipment	\$2,600.00	\$3,600.00
			4460 · Small Tools & Instruments	\$1,200.00	\$1,200.00
			4461 · Minor Equipment	\$1,200.00	\$1,200.00
			4462 · Computer Equipment	\$2,400.00	\$2,400.00
			4463 · Equip Telephone & Radio	\$1,200.00	\$1,200.00
			4500 · Special Department Expense	\$0.00	\$6,000.00
			4501 · Special Projects	\$1,200.00	\$1,200.00
			4507 · Fire Equipment	\$600.00	\$600.00
			4515 · Purchase Bulk Fuel	\$0.00	
			4538 · Software	\$3,059.94	\$3,059.94
			4600 · Transportation and Travel	\$1,200.00	\$1,200.00
			4602 · Mileage Personal Auto	\$3,059.94	\$14,400.00
			4606 · Fuel Purchases	\$14,400.00	\$14,400.00
			4607 · Bulk Fuel	\$0.00	\$0.00
			4609 · Staff Development	\$0.00	\$0.00
			4617 · Staff Development not 1099	\$1,200.00	\$1,200.00
			4654 · Overnight Travel Airfare	\$0.00	\$0.00
			4656 · Overnight Travel Hotel	\$0.00	\$0.00
			4700 · Utilities	\$16,000.00	\$16,000.00
			5060 · Retirement Other Long Term Debt	\$0.00	\$0.00
			6000 · Fixed Asset Land	\$0.00	\$41,623.00
			6020 · Fixed Asset Building & Improvements	\$0.00	\$0.00
			6040 · Fixed Asset Equipment	\$282,228.00	\$270,628.00
			7700 · Contingency	\$208,140.26	\$427,769.38
			7400 · Reserve		\$1,038,097.04
			7401 · Unfunded Liability Reserve	#REF!	\$71,670.79
			7402 · Apparatus Reserve	\$208,140.26	\$71,670.79
			Subtotal Expenses other than payroll	\$707,008.20	\$948,720.32
			Total Expense	\$1,557,870.20	\$1,760,745.71
			Net Ordinary Income	\$355,495.64	(\$650,977.88)
			W/ Carryover		\$0.00