



**EL DORADO COUNTY FIRE PROTECTION DISTRICT
BOARD MEETING**

AGENDA

**2850 Fair Lane Ct., Building "C"
Placerville, CA 95667**

**September 19, 2019
3:30 P.M. Closed Session
4:00 P.M. Open Session**

Fire Chief, Lloyd Ogan

**Mark Brunton (Div. 1)
Mickey Kaiserman (Div. 2)
Chris Swarbrick (Div. 3)**

**Ken Harper (Div. 4)
Paul Gilchrest (Div. 5)**

3:30 P.M. OPEN SESSION

PUBLIC COMMENT:

Any person wishing to address the Board on any item on the closed session portion of the agenda may do so at this time.

3:35 P.M. CLOSED SESSION

- A. PUBLIC EMPLOYEE APPOINTMENT
Title: Fire Chief
- B. PUBLIC EMPLOYMENT
Title: Firefighter/Paramedic

4:00 P.M. OPEN SESSION

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **PLEDGE OF ALLEGIANCE:**
4. **APPROVE AGENDA:**
5. **CONSENT CALENDAR:**
(All items approved on a single vote except those pulled for individual

discussion and action).

A. Minutes: Board Meeting July 18, 2019

B. Claim Payments/Deposits:

<u>District Claims FY 18/19:</u>	<u>District Claims FY 19/20:</u>	<u>District Deposits:</u>
\$8,899.20	\$33,559.50	\$8,033.00
\$16,618.75	\$104,519.43	8,099.56
\$2,732.49	\$12,423.85	
\$121,265.44	\$32,411.93	
\$2,084.00		
\$1,800.00		
\$14,370.00		
\$1,397.14		
\$16,169.19		
\$4,316.82		
\$12,822.37		

6. **PUBLIC COMMENT:**

(Any person wishing to address the Board on any item that is not on the agenda may do so at this time. Public comments are limited to three minutes per person).

7. **REPORT OF ACTION TAKEN IN CLOSED SESSION:**

A. PUBLIC EMPLOYEE APPOINTMENT

Title: Fire Chief

B. PUBLIC EMPLOYMENT

Title: Firefighter/Paramedic

8. **DEPARTMENTAL MATTERS:**

A. Ordinance 2019-01 – Administrative and Misdemeanor Citations; Peace Officer Status.

- First Reading

B. 2018/2019 Fiscal Year End Report

- Division Chief Paul Dutch & Michael Ocenosak

C. Resolution 2019-07 – Fiscal Year 2019/2020 Final Budget

- Division Chief Paul Dutch

D. Revenue Overview

- Division Chief Paul Dutch

E. Acceptance of RFP

F. Ambulance /JPA Update

G. Board Discussion – Start Time of Regularly Scheduled Meetings.

9. **COMMITTEE REPORTS:**

A. Facilities & Equipment

B. Fire Prevention

- C. Human Resources
- D. Budget and Finance

10. **CORRESPONDENCE AND COMMUNICATION:**

- Fire Engine Response Statistics.
- Medic Unit Response Statistics.
- Thank you letter to Division Chief Cordero from the Marshall Foundation.

11. **FIRE CHIEF'S REPORT:**

12. **BOARD COMMENTS:**

13. **FUTURE AGENDA ITEMS:**

Next regularly scheduled Board Meeting, October 17, 2019
2850 Fair Lane Court, Building C, Placerville, CA 95667.

14. **ADJOURNMENT:**

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability related modification or accommodation to participate in this meeting, then please contact Fire Chief Lloyd Ogan by telephone at 530-644-9630 or by fax 530-644-9636. Request must be made as early as possible and at least one full business day before the start of the meeting.

**EL DORADO COUNTY FIRE PROTECTION DISTRICT
BOARD MEETING**

July 18, 2019

2850 Fair Lane Ct., Building "C"
Placerville, CA 95667
3:30 P.M. Closed Session
4:00 P.M. Open Session

3:30 P.M. OPEN SESSION

PUBLIC COMMENT:

Any person wishing to address the Board on any item on the closed session portion of the agenda may do so at this time.

No Public Present

3:35 P.M. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of (3) of Govt. Code
Section 54956.9(d).

4:00 P.M. OPEN SESSION

1. CALL TO ORDER:

Director Brunton called the meeting to order at 4:05 P.M.

2. ROLL CALL:

Present: Brunton, Swarbrick, Harper, Kaiserman, Gilchrest
Absent: None

3. PLEDGE OF ALLEGIANCE:

Pledge of Allegiance was recited.

4. APPROVE AGENDA:

It was moved by Director Swarbrick and seconded by Director Kaiserman to approve the agenda as presented. The motion was passed by the following vote:

Ayes: Brunton, Swarbrick, Harper, Kaiserman, Gilchrest
Noes: None
Absent: None

5. CONSENT CALENDAR:

(All items approved on a single vote except those pulled for individual discussion and action).

- A. Minutes: May 16, 2019 Board Meeting
- B. Claim Payments/Deposits:

<u>District Claims:</u>	<u>District Deposits:</u>	<u>JPA Deposits:</u>
\$ 109,066.19	\$232,862.81	\$4,089.00
\$ 99,881.80	\$4,265.60	\$498.75
\$ 121,265.44	\$15,707.37	
\$ 6,248.53	\$837.00	
\$ 105,713.11	\$609,081.56	
\$ 11,161.93	\$5,013.00	
\$8,899.20		
\$ 107.19		
\$ 2,732.49		
\$ 16,618.75		

It was moved by Director Gilchrest and seconded by Director Swarbrick to approve the Consent Calendar as presented. The motion was passed by the following vote:

Ayes: Brunton, Swarbrick, Harper, Kaiserman, Gilchrest
Noes: None
Absent: None

6. PUBLIC COMMENT:

(Any person wishing to address the Board on any item that is not on the agenda may do so at this time. Public comments are limited to five minutes per person).

No Public Comment.

7. REPORT OF ACTION TAKEN IN CLOSED SESSION:

- A. CONFERENCE WITH LEGAL COUSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of (3) of Govt. Code Section 54956.9(d).

Nothing to report out on for closed session.

8. DEPARTMENTAL MATTERS:

A. Fiscal Year 2018-2019 Combined Tax Report.

B. Resolution 2019-05 Regarding the Collection of Assessment and Voter Approved Special Taxes.

It was moved by Director Harper and seconded by Director Swarbrick to approve Resolution 2019-05 Regarding the Collection of Assessment and Voter Approved Special Taxes. The motion was passed by the following vote:

Ayes: Brunton, Swarbrick, Harper, Kaiserman, Gilchrest
Noes: None
Absent: None

C. Resolution 2019-06 Authorize Independent Audit of JPA Funding

It was moved by Director Harper and seconded by Director Gilchrest to approve Resolution 2019-06 Authorize Independent Audit of the JPA Funding with the additional verbiage requested by Director Gilchrest. The motion was passed by the following vote:

Ayes: Brunton, Swarbrick, Harper, Kaiserman, Gilchrest
Noes: None
Absent: None

D. Surplus Equipment

It was moved by Director Swarbrick and seconded by Director Kaiserman to approve the Sale of Surplus Equipment. The motion was passed by the following vote:

Ayes: Brunton, Swarbrick, Harper, Kaiserman, Gilchrest
Noes: None
Absent: None

E. Re-configure Board Committee's

- Current Board Committee's
 - Facilities & Equipment – Brunton, Kaiserman
 - Fire Prevention – Swarbrick, Harper
 - Human Resources – Swarbrick, Harper
 - Budget & Finance – Kaiserman, (Vacant)
- New Configured Committees
 - Facilities & Equipment – Brunton, Kaiserman
 - Fire Prevention – Gilchrest, Harper
 - Human Resources – Swarbrick, Harper

- Budget & Finance – Kaiserman, Gilchrest

F. Board Discussion – Start Time of Regularly Scheduled Board Meetings

- The Board requested the District put a survey up on the website for 2-3 weeks giving the public an opportunity to weigh in on the start time by giving them two options; 9 A.M. – 11 A.M. or 2 P.M. – 4 P. M.

9. **COMMITTEE REPORTS:**

A. Facilities & Equipment

No Report

B. Fire Prevention

No Report

C. Human Resources

No Report

D. Budget and Finance

No Report

10. **CORRESPONDENCE AND COMMUNICATION:**

- Fire Engine Response Statistics.
- Medic Unit Response Statistics.
- Resolution from City Council of the City of Placerville endorsing Tax Measure B.

11. **CHIEF OFFICER QUARTERLY REPORTS:**

12. **FIRE CHIEF'S REPORT:**

Chief Ogan reported on recent activity in the District and on current events.

13. **BOARD COMMENTS:**

Brunton: No Comment

Swarbrick: No Comment

Kaiserman: Director Kaiserman asked Chief Ogan for an update on how the District is doing with Measure B.

Harper: No Comment

Gilchrest: Director Gilchrest thanked the Chiefs for their quarterly reports.

14. **FUTURE AGENDA ITEMS:**

Next regularly scheduled Board Meeting, August 15, 2019
2850 Fair Lane Court, Building C, Placerville, CA 95667.

15. **ADJOURNMENT:** *At 5:41 P.M. it was moved by Director Swarbrick and seconded by Director Harper to adjourn; all in favor.*

EL DORADO COUNTY FIRE FINANCE REPORT

1. Fire Operations Budget Summary
2. District Claims Submitted for Payment

District Claims FY 18/19:

- \$8,899.20
- \$16,618.75
- \$2,732.49
- \$121,265.44
- \$2,084.00
- \$1,800.00
- \$14,370.00
- \$1,397.14
- \$16,169.19
- \$4,316.82
- 12,822.37

District Claims FY 19/20:

- \$33,559.50
- \$104,519.43
- \$12,423.85
- \$32,411.93

District Deposits:

- \$8,033.00
- \$8,099.56

PLEASE INDICATE CHECK DISTRIBUTION METHOD IN THE SPACE BELOW

Call for pickup: Kathleen 644-9630

Vouchers #1 Payables Interface CV1
 (Permanent Vendors) - Outside District
 District Name: El Dorado County Fire Dist

Date: 6-21-2019
 Prepared By: Kathleen Freeman
 Contact Phone: 530-644-9630 # 104
 File Name: 67 2018-19 6-21-2019 EDCF Bills

Record: Number Interfaced By Batch Date
 Copy: Copied By Copy Date
 Scan: Scanned By Scan Date

Document Total: \$ 8,899.20

I HEREBY CERTIFY THAT THE ARTICLES OR SERVICES DESCRIBED BY THE INVOICE(S) ATTACHED AND LISTED BELOW WERE NECESSARY FOR USE BY THE DISTRICT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES.

Authorizing signatures: *Paul Meyer* Date: 6/21/2019

Always 1	Vendor	Suffix	Invoice Number	Amount	File Name	Date	Always 2	Org Code	Object	Description	Amount	Vendor
1	8984	0	3012019-24	1483.20	EDCF062119	06/21/2019	2	8561000	3042	EDCF Inv. 03012019-24 Dist. LTD March 2019	1483.20	Standard Insurance
1	8984	0	3012019-25	741.60	EDCF062119	06/21/2019	2	8561001	3042	EDCF Inv. 03012019-25 JPA LTD March 2019	741.60	Standard Insurance
1	8984	0	4012019-18	1483.20	EDCF062119	06/21/2019	2	8561000	3042	EDCF Inv. 04012019-18 Dist. LTD April 2019	1483.20	Standard Insurance
1	8984	0	4012019-19	741.60	EDCF062119	06/21/2019	2	8561001	3042	EDCF Inv. 04012019-19 JPA LTD April 2019	741.60	Standard Insurance
1	8984	0	5012019-15	1483.20	EDCF062119	06/21/2019	2	8561000	3042	EDCF Inv. 05012019-15 Dist. LTD May 2019	1483.20	Standard Insurance
1	8984	0	5012019-16	741.60	EDCF062119	06/21/2019	2	8561001	3042	EDCF Inv. 05012019-16 JPA LTD May 2019	741.60	Standard Insurance
1	8984	0	3012019-13	1483.20	EDCF062119	06/21/2019	2	8561000	3042	EDCF Inv. 06012019-13 Dist. LTD June 2019	1483.20	Standard Insurance
1	8984	0	3012019-14	741.60	EDCF062119	06/21/2019	2	8561001	3042	EDCF Inv. 06012019-14 JPA LTD June 2019	741.60	Standard Insurance

Vouchers #1 Payables Interface CV1
(Permanent Vendors) - Outside District
District Name: **El Dorado County Fire Dist**

PLEASE INDICATE CHECK DISTRIBUTION METHOD IN THE SPACE BELOW

Record: _____ Interfaced By: _____ Batch Date: _____

Copy: _____ Copied By: _____ Copy Date: _____

Scan: _____ Scanned By: _____ Scan Date: _____

Audit: _____ Audited By: _____ Audit Date: _____

70 2018-19 6-28-2019 EDCF Bills

Document Total: **15,618.75**

Call for pickup: Kathleen 644-9630

I HEREBY CERTIFY THAT THE ARTICLES OR SERVICES DESCRIBED BY THE INVOICE(S) ATTACHED AND LISTED BELOW WERE NECESSARY FOR USE BY THE DISTRICT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES.

Authorizing: *R. O. Myler* Date: _____

Always 1	Vendor	Suffix	Invoice Number	Amount	File Name	Date	Always 2	Org Code	Object	Description	Amount	Vendor
1	375	0	5142019-02	23.37	EDCF062819	06/28/2019	2	8561000	4260	EDCF Inv. 05142019-02 GT Office Supplies	23.37	US Bank
1	375	0	4292019-02	1.76	EDCF062819	06/28/2019	2	8561000	4261	EDCF Inv. 04292019-02 KF Postage	1.75	US Bank
1	375	0	4292019-03	50.88	EDCF062819	06/28/2019	2	8561000	4040	EDCF Inv. 04292019-03 KF St-21	50.68	US Bank
1	375	0	5022019-03	83.19	EDCF062819	06/28/2019	2	8561000	4040	EDCF Inv. 05022019-03 KF St-19	83.19	US Bank
1	375	0	5022019-04	120.75	EDCF062819	06/28/2019	2	8561000	4040	EDCF Inv. 05022019-04 KF St-72	120.75	US Bank
1	375	0	5062019-01	122.30	EDCF062819	06/28/2019	2	8561000	4261	EDCF Inv. 05062019-01 KF Postage	122.30	US Bank
1	375	0	5062019-02	764.67	EDCF062819	06/28/2019	2	8561000	4462	EDCF Inv. 05062019-02 KF Frost Desk Printer	764.67	US Bank
1	375	0	5132019-02	14.10	EDCF062819	06/28/2019	2	8561000	4060	EDCF Inv. 05132019-02 KF FF Testing	14.10	US Bank
1	375	0	5142019-03	15.07	EDCF062819	06/28/2019	2	8561000	4060	EDCF Inv. 05142019-03 KF FF Testing	15.07	US Bank
1	375	0	5132019-03	180.40	EDCF062819	06/28/2019	2	8561000	4060	EDCF Inv. 05132019-03 KF FF Testing	180.40	US Bank
1	375	0	5142019-04	152.83	EDCF062819	06/28/2019	2	8561000	4060	EDCF Inv. 05142019-04 KT FF Testing	152.83	US Bank
1	375	0	5152019-01	143.72	EDCF062819	06/28/2019	2	8561000	4060	EDCF Inv. 05152019-01 KF FF Testing	143.72	US Bank
1	375	0	5172019-01	21.21	EDCF062819	06/28/2019	2	8561000	4040	EDCF Inv. 05172019-01 KF St-21	21.21	US Bank
1	375	0	none	204.56	EDCF062819	06/28/2019	2	8561000	4182	EDCF 04232019-01 E17 E-17	204.56	US Bank
1	375	0	5072019-04	38.45	EDCF062819	06/28/2019	2	8561000	4197	EDCF Inv. 05072019-04 E23 St-19	38.45	US Bank
1	375	0	none	19.25	EDCF062819	06/28/2019	2	8561000	4197	EDCF 04272019-02 E28 St-28	19.25	US Bank
1	375	0	5202019-03	144.26	EDCF062819	06/28/2019	2	8561000	4182	EDCF Inv. 05202019-03 E28 E-28	144.26	US Bank
1	375	0	none	219.83	EDCF062819	06/28/2019	2	8561000	4145	EDCF 04222019-01 PL FTR-23	219.83	US Bank
1	375	0	5062019-02	9.84	EDCF062819	06/28/2019	2	8561000	4080	EDCF Inv. 05062019-02 PL Training	9.84	US Bank
1	375	0	5062019-04	44.15	EDCF062819	06/28/2019	2	8561000	4060	EDCF Inv. 05062019-04 PL Training	44.15	US Bank
1	375	0	5092019-04	86.58	EDCF062819	06/28/2019	2	8561000	4140	EDCF Inv. 05092019-04 PL St-23	86.58	US Bank
1	375	0	5202019-04	14.04	EDCF062819	06/28/2019	2	8561000	4197	EDCF Inv. 05202019-04 PL	14.04	US Bank
1	375	0	4222019-02	1279.73	EDCF062819	06/28/2019	2	8561000	6040	EDCF Inv. 04222019-02 PL Air Unit	1279.73	US Bank
1	375	0	5102019-05	3554.75	EDCF062819	06/28/2019	2	8561000	6020	EDCF Inv. 05102019-05 PM Training	3554.75	US Bank
1	375	0	4222019-03	27.00	EDCF062819	06/28/2019	2	8561000	4060	EDCF Inv. 04222019-03 PM Training	27.00	US Bank
1	375	0	4242019-02	23.34	EDCF062819	06/28/2019	2	8561000	4660	EDCF Inv. 04242019-02 PM Training	23.34	US Bank
1	375	0	4262019-01	22.95	EDCF062819	06/28/2019	2	8561000	4060	EDCF Inv. 04262019-01 PM Training	22.95	US Bank
1	375	0	5082019-02	55.43	EDCF062819	06/28/2019	2	8561000	4060	EDCF Inv. 05082019-02 PM Training	55.43	US Bank
1	375	0	5082019-03	34.32	EDCF062819	06/28/2019	2	8561000	4060	EDCF Inv. 05082019-03 PM Training	34.32	US Bank

Authorizing Signatures: _____ Date: _____

1	375	0	5102019-06	EDCF062819	06/28/2019	2	8561000	4080	EDCF Inv. 05102019-06 PM Training	82.13	US Bank
1	375	0	5102019-07	EDCF062819	06/28/2019	2	8561000	4080	EDCF Inv. 05102019-07 PM Training	42.16	US Bank
1	375	0	5182019-04	EDCF062819	06/28/2019	2	8561000	4080	EDCF Inv. 05182019-04 E74 S-21	108.24	US Bank
1	375	0	5182019-01	EDCF062819	06/28/2019	2	8561000	4182	EDCF Inv. 05182019-01 E74 S-21	116.75	US Bank
1	375	0	4302019-06	EDCF062819	06/28/2019	2	8561000	4280	EDCF Inv. 04302019-06 PD Office Supplies	70.33	US Bank
1	375	0	5102019-08	EDCF062819	06/28/2019	2	8561000	4197	EDCF Inv. 05102019-08 E317 S-17	318.48	US Bank
1	375	0	5042019-01	EDCF062819	06/28/2019	2	8561000	4080	EDCF Inv. 05042019-01 TB Supplies	168.72	US Bank
1	375	0	5052019-02	EDCF062819	06/28/2019	2	8561000	4080	EDCF Inv. 05052019-02 TB Supplies	287.10	US Bank
1	375	0	5142019-05	EDCF062819	06/28/2019	2	8561000	4080	EDCF Inv. 05142019-05 BM FF Testing	11.30	US Bank
1	375	0	4232019-02	EDCF062819	06/28/2019	2	8561000	4481	EDCF Inv. 04232019-02 TC DC	280.94	US Bank
1	375	0	4302019-07	EDCF062819	06/28/2019	2	8561000	4539	EDCF Inv. 04302019-07 TC Website	250.00	US Bank
1	375	0	5012019-17	EDCF062819	06/28/2019	2	8561000	4080	EDCF Inv. 05012019-17 TC Supplies	71.03	US Bank
1	375	0	5042019-02	EDCF062819	06/28/2019	2	8561000	4539	EDCF Inv. 05042019-02 TC Adobe	14.99	US Bank
1	375	0	5042019-03	EDCF062819	06/28/2019	2	8561000	4539	EDCF Inv. 05042019-03 TC	0.99	US Bank
1	375	0	5062019-05	EDCF062819	06/28/2019	2	8561000	4539	EDCF Inv. 05062019-05 TC	9.99	US Bank
1	375	0	5102019-09	EDCF062819	06/28/2019	2	8561000	4021	EDCF Inv. 05102019-09 TC PPE	3557.53	US Bank
1	375	0	5132019-04	EDCF062819	06/28/2019	2	8561000	4040	EDCF Inv. 05132019-04 TC Admin Phones	1020.25	US Bank
1	375	0	5142019-06	EDCF062819	06/28/2019	2	8561000	4021	EDCF Inv. 05142019-06 TC PPE	1280.83	US Bank
1	375	0	5182019-05	EDCF062819	06/28/2019	2	8561000	4080	EDCF Inv. 05182019-05 TC Coffee	359.95	US Bank
1	375	0	5182019-06	EDCF062819	06/28/2019	2	8561000	4021	EDCF Inv. 05182019-06 TC PPE	1067.10	US Bank
1	375	0	5202019-05	EDCF062819	06/28/2019	2	8561000	4197	EDCF Inv. 05202019-05 TC	27.41	US Bank

Vouchers #1 Payables Interface CV1
(Permanent Vendors) - Outside District
District Name: **El Dorado County Fire Dist**

Date: 6-25-2018
Prepared By: Kathleen Freeman
Contact Phone: 530-644-9630 # 104
File Name: 69 2018-19 6-25-2019 EDCF Bills

Record: Number Interfaced By Batch Date
Copy: Copied By Copy Date
Scan: Scanned By Scan Date

PLEASE INDICATE CHECK DISTRIBUTION METHOD IN THE SPACE BELOW
Call for pickup: Kathleen 644-9630

Audit: **Document Total: \$ 2,732.49**

I HEREBY CERTIFY THAT THE ARTICLES OR SERVICES DESCRIBED BY THE INVOICES ATTACHED AND LISTED BELOW WERE NECESSARY FOR USE BY THE DISTRICT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES.

Authorizing signature: *[Signature]*
Date: *6/25/2019*

Always	Vendor	Suffix	Invoice Number	Amount	File Name	Date	Always	Org Code	Object	Description	Amount	Vendor
1	59	0	318-181662	97.20	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-181662	97.20	Riebas
1	59	0	318-182652	13.70	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-182652 S-21	13.70	Riebas
1	59	0	318-183205	108.89	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-183205 S-21	108.89	Riebas
1	59	0	318-183206	182.94	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-183206 E-25	182.94	Riebas
1	59	0	318-183439	511.19	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-183439 E-72	511.19	Riebas
1	59	0	388-297757	54.35	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 388-297757 74	54.35	Riebas
1	59	0	318-183712	141.54	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-183712	141.54	Riebas
1	59	0	318-183718	195.86	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-183718	195.86	Riebas
1	59	0	388-298188	-9.00	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 388-298188 Credit	-9.00	Riebas
1	59	0	318-184513	55.80	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-184513 E-19	55.80	Riebas
1	59	0	318-184897	4.75	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-184897 D4	4.75	Riebas
1	59	0	318-184903	130.53	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-184903	130.53	Riebas
1	59	0	296-456820	0.39	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 296-456820	0.39	Riebas
1	59	0	318-186522	95.16	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-186522 E-272	95.16	Riebas
1	59	0	318-186527	260.56	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-186527	260.56	Riebas
1	59	0	318-186717	322.93	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-186717 E-17	322.93	Riebas
1	59	0	318-186767	18.75	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-186767 E-17	18.75	Riebas
1	59	0	318-186990	39.88	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-186990 E-28	39.88	Riebas
1	59	0	388-300613	91.18	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 388-300613	91.18	Riebas
1	59	0	318-187119	117.99	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-187119	117.99	Riebas
1	59	0	318-188497	190.67	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-188497	190.67	Riebas
1	59	0	318-188804	14.77	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 318-188804 E-372	14.77	Riebas
1	59	0	053119	70.26	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 053119	70.26	Riebas
1	59	0	388-299344	22.40	EDCF062519	06/25/2019	2	8561000	4162	EDCF Inv. 388-299344 E-28	22.40	Riebas

Vouchers #1 Payables Interface CV1 (Permanent Vendors) - Outside District
 District Name: **El Dorado County Fire Dist**

Record: **PLEASE INDICATE CHECK DISTRIBUTION METHOD IN THE SPACE BELOW**

Date: 6-30-2019
 Prepared: Kathleen Freeman
 Contact Phone: 530-644-9630 # 104
 File Name: 73 2018-19 6-30-2019 EDCF Bills

Number: **6-30-2019** Interfaced By: **Kathleen 644-9630** Batch Date: X

Copy: Copied By: Copy Date: Scan Date: **Document Total: \$ 121,265.44**

Audit: Audited By: Audit Date:

I HEREBY CERTIFY THAT THE ARTICLES OR SERVICES DESCRIBED BY THE INVOICE(S) ATTACHED AND LISTED BELOW WERE NECESSARY FOR USE BY THE DISTRICT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES.

Authorizing: *[Signature]* Date: *July 10 2019*

Always	Vendor	Suffix	Invoice Number	Amount	File Name	Date	Always	Org Code	Object	Description	Amount	Vendor
1	1893	0	3302019-02	253.13	EDCF063019	06/30/2019	2	8561000	4617	EDCF Inv. 06302019-02 Reimbursement Class Books	253.13	Adams, Stephen
1	1965	1	9187	510.00	EDCF063019	05/30/2019	2	8561000	4536	EDCF Inv. 9167 Fire For Dutys	510.00	ADM Screening
1	559	0	190625	7156.73	EDCF063019	06/30/2019	2	8561000	4507	EDCF Inv. 190625 Fire Hose	7156.73	AllStar Fire Equipment Inc.
1	2580	0	D023537	4654.78	EDCF063019	06/30/2019	2	8561000	3040	EDCF Inv. D023537 June 2019 Premiums	4654.78	American Fibergy
1	241	0	804275094	256.40	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 804275094 Acct. 201071823 St-16	256.40	Amerigas, Inc.
1	241	0	804275093	74.41	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 804275093 Acct. 201071819 St-23	74.41	Amerigas, Inc.
1	241	0	804275089	117.46	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 804275089 Acct. 21071808 St-74	117.46	Amerigas, Inc.
1	241	0	804271920	113.08	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 804271920 Acct. 200737467 St-25	113.08	Amerigas, Inc.
1	241	0	646540307	1.22	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 646540307 Acct. 200737467 St-25	1.22	Amerigas, Inc.
1	241	0	804308905	67.34	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 804308905 Acct. 201071810 St-19	67.34	Amerigas, Inc.
1	241	0	804308910	187.69	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 804308910 Acct. 201071812 St-17	187.69	Amerigas, Inc.
1	241	0	804308907	150.15	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 804308907 Acct. 201071812 St-28	150.15	Amerigas, Inc.
1	241	0	804308908	74.41	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 804308908 Acct. 201071813 St-74	74.41	Amerigas, Inc.
1	241	0	804308904	63.42	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 804308904 Acct. 201071808 St-72	63.42	Amerigas, Inc.
1	3200	0	90101	109.97	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 804308904 Acct. 200737467 St-25	109.97	Amerigas, Inc.
1	3200	0	90101	60.43	EDCF063019	06/30/2019	2	8561000	4021	EDCF Inv. 90101 - 1 FATS Tags	60.43	Arnolds For Awards, Inc.
1	4186	0	5182019-01	76.64	EDCF063019	06/30/2019	2	8561000	4022	EDCF Inv. 90101 - 2 Name Tags	76.64	Arnolds For Awards, Inc.
1	3443	0	5152019-02	325.00	EDCF063019	06/30/2019	2	8561000	4617	EDCF Inv. 06182019-01 S-270 Class Reimbursement	325.00	Baker, Darin
1	3443	0	5282019-01	68.00	EDCF063019	06/30/2019	2	8561000	4617	EDCF Inv. 05152019-02 EMT Recert Reimbursement	68.00	Beckler, Scott
1	1483	0	5012019-13	250.00	EDCF063019	06/30/2019	2	8561000	4021	EDCF Inv. 06282019-01 Duty Boot Reimbursement	250.00	Beckler, Scott
1	2074	0	72546	250.00	EDCF063019	06/30/2019	2	8561000	4021	EDCF Inv. 06012019-13 Duty Boot Reimbursement	250.00	Beckler, Scott
1	2074	0	72546	188.76	EDCF063019	06/30/2019	2	8561000	4182	EDCF Inv. 72546 - 1 D9 Parts	188.76	Breaker Glass
1	341	0	S45280	70.00	EDCF063019	06/30/2019	2	8561000	4180	EDCF Inv. 72546 - 2 DB Labor	70.00	Breaker Glass
1	341	0	S45313	310.90	EDCF063019	06/30/2019	2	8561000	4182	EDCF Inv. S45280	310.90	Burton's Fire Inc
1	341	0	S45204	234.00	EDCF063019	06/30/2019	2	8561000	4182	EDCF Inv. S45313 E-328	234.00	Burton's Fire Inc
1	341	0	none	-178.83	EDCF063019	06/30/2019	2	8561000	4182	EDCF Inv. S45204 Credit	-178.83	Burton's Fire Inc
1	4934	0	5312019-03	408.78	EDCF063019	06/30/2019	2	8561000	4182	EDCF S45005 E-19	408.78	Burton's Fire Inc
1	39	0	4252019-06	292.90	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 06312019-03	292.90	C & H Motor Parts, Inc.
1	39	0	4252019-06	3.90	EDCF063019	06/30/2019	2	8561000	4220	EDCF Inv. 04252019-08 Membership	3.90	Calif State Firefighters Assoc

Authorizing signatures:		Date:										
1	2712	0	45601	20.17	EDCF063019	06/30/2019	2	8561000	4140	EDCF Inv. 45601 St-17	20.17	Cumulative Power Tool
1	487	0	1558795	60.24	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 1558795 E-328	60.24	Capital Clutch And Brake, Inc.
1	444	0	190283	254.77	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. 190283 Service Call St-21	254.77	Campan Electric
1	3867	0	5152019-01	343.63	EDCF063019	06/30/2019	2	8561001	4617	EDCF Inv. 06152019-01 NCTI Medic School Reimburs.	343.63	China, Justin
1	1491	0	5132019-01	176.10	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 06132019-01 Acct.8155800510102943 St-21	176.10	Comcast
1	1491	0	5122019-01	0.83	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 06122019-01 Acct.8155800520004352 St-25	0.83	Comcast
1	1491	0	5052019-01	117.60	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 06052019-01 Acct.8155800510039931 St-21	117.60	Comcast
1	1491	0	5062019-01	155.89	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 06062019-01 Acct.8155800510591210 St-17	155.89	Comcast
1	1491	0	5282019-01	146.09	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 05282019-01 Acct. 8155800520285746	146.09	Comcast
1	1656	0	5282019-02	800.00	EDCF063019	06/30/2019	2	8561001	4617	EDCF Inv. 06282019-02 Class Reimbursement	800.00	Duncan, Derek
1	1819	0	113421	98.83	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. 113421 St-72	98.83	Divido Supply, Inc.
1	1006	0	57810-EDF	17376.02	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 157810-EDF 4th Qrt Dispatch	17376.02	El Dorado Co. Regional Prehosp
1	21	0	173175316	176.90	EDCF063019	06/30/2019	2	8561000	4095	EDCF Inv. 173175316 Acct. 4030-30039868 St-28	176.90	El Dorado Disposal
1	21	0	173175528	172.30	EDCF063019	06/30/2019	2	8561000	4085	EDCF Inv. 173175528 Acct. 4030-500428 St-25	172.30	El Dorado Disposal
1	21	0	173175913	153.23	EDCF063019	06/30/2019	2	8561000	4085	EDCF Inv. 173175913 Acct. 4030-300305 St-21	153.23	El Dorado Disposal
1	21	0	173175934	102.16	EDCF063019	06/30/2019	2	8561000	4085	EDCF Inv. 173175934 Acct. 4030-300213 St-19	102.16	El Dorado Disposal
1	21	0	173175935	153.23	EDCF063019	06/30/2019	2	8561000	4085	EDCF Inv. 173175935 Acct. 4030-300214 St-23	153.23	El Dorado Disposal
1	21	0	173176819	110.47	EDCF063019	06/30/2019	2	8561000	4085	EDCF Inv. 173176819 Acct. 4030-8047719 St-74	110.47	El Dorado Disposal
1	21	0	173176819	110.47	EDCF063019	06/30/2019	2	8561000	4085	EDCF Inv. 173176819 Acct. 4030-8082081 St-72	110.47	El Dorado Disposal
1	21	0	173176757	110.47	EDCF063019	06/30/2019	2	8561000	4085	EDCF Inv. 173176757 Acct. 4030-8062282 St-27	110.47	El Dorado Disposal
1	21	0	173175914	176.90	EDCF063019	06/30/2019	2	8561000	4085	EDCF Inv. 173175914 Acct. 4030-300308-001 St-17	176.90	El Dorado Disposal
1	46	0	5282019-03	0.52	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06282019-03 Acct. 065026-001 St-23	0.52	El Dorado Inflation Districl
1	37	1	0144683-IN	1733.38	EDCF063019	06/30/2019	2	8561000	4500	EDCF Inv. 0144683-IN	1733.38	Entertainment-Savin Co.
1	7744	0	V00019786	2635.00	EDCF063019	06/30/2019	2	8561000	4539	EDCF Inv. INV00019786 Firehouse Annual Support	2635.00	ESO Solutions
1	8983	0	526	504.13	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 526 E-26	504.13	FT Diesel Electric
1	3885	0	5072019-01	244.58	EDCF063019	06/30/2019	2	8561000	4021	EDCF Inv. 06072019-01 Duty Boot Reimbursement	244.58	Flanagan, Brian
1	4948	0	0043336	300.00	EDCF063019	06/30/2019	2	8561000	4160	EDCF Inv. 0043336 E-272	300.00	G & D Body Shop, Inc.
1	103	0	5302019-03	181.44	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06302019-03 Acct. ELD0603 St-72	181.44	Geopeliten Centre Public Utility
1	4660	0	1977	7449.50	EDCF063019	06/30/2019	2	8561000	4900	EDCF Inv. 1977 Legal Services May 2019	7449.50	Grant, Edwards, Stevens & Tuel
1	4660	0	2033	2185.50	EDCF063019	06/30/2019	2	8561000	4900	EDCF Inv. 2033 Legal Services June 2019	2185.50	Grant, Edwards, Stevens & Tuel
1	2654	0	7550	2.89	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. 7550 St-26	2.89	Gold County Ace Hardware and
1	3434	0	C1017189	520.78	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. C1017189 E-25	520.78	Golden State Emergency Vehicle
1	3434	0	C1016985	202.97	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. C1016985 E-28	202.97	Golden State Emergency Vehicle
1	3434	0	C1016939	376.32	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. C1016939 E-28	376.32	Golden State Emergency Vehicle
1	3434	0	W1001829	1121.50	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. W1001829 - 1 Parts E-21	1121.50	Golden State Emergency Vehicle
1	3434	0	W101829	450.00	EDCF063019	06/30/2019	2	8561000	4160	EDCF Inv. W101829 - 2 Labor E-21	450.00	Golden State Emergency Vehicle
1	3460	0	24955708	1195.84	EDCF063019	06/30/2019	2	8561000	4420	EDCF Inv. 24955708 Copy Machine Lease	1195.84	Golden State Emergency Vehicle
1	2532	0	63044	45.00	EDCF063019	06/30/2019	2	8561000	4140	EDCF Inv. 63044 St-21	45.00	GreatAmerica Financial Services
1	2532	0	63144	100.82	EDCF063019	06/30/2019	2	8561000	4140	EDCF Inv. 63144 St-21	100.82	Hangtown Fire Control
1	5088	0	5212019-01	279.00	EDCF063019	06/30/2019	2	8561001	4617	EDCF Inv. 06212019-01 PALS Renewal	279.00	Hangtown Fire Control
1	2230	0	INV-005951	3075.00	EDCF063019	06/30/2019	2	8561000	4160	EDCF Inv. INV-005951 Mechanic Services June 2019	3075.00	Harris, Shayna
1	874	0	901225634	255.00	EDCF063019	06/30/2019	2	8561000	4324	EDCF Inv. 06092019-01 Refiner/Zebard320901225634	255.00	Jon Lynns Truck Repair

Authorizing Signatures:		Date:											
1	514	0	INV282309	2541.85	EDCF063019	06/30/2019	2	8561000	6040	EDCF Inv. INV282309 PPE	2541.83	L.N. Curtis & Sons, Inc.	
1	514	0	INV282356	7625.47	EDCF063019	06/30/2019	2	8561000	6040	EDCF Inv. INV282350 PPE	7625.47	L.N. Curtis & Sons, Inc.	
1	514	0	488134	3577.86	EDCF063019	06/30/2019	2	8561000	4507	EDCF Inv. 488134 Fire Hose	3577.86	L.N. Curtis & Sons, Inc.	
1	62	0	5112019-01	798.35	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06112019-01 Acct. 2469807959-0 St-21	798.35	Pacific Gas & Electric, Inc.	
1	62	0	9062019-02	34.14	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06082019-02 Acct. 6720534298-6 St-74	34.14	Pacific Gas & Electric, Inc.	
1	62	0	9062019-03	524.71	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06082019-03 Acct. 9361049424-2 St-19	524.71	Pacific Gas & Electric, Inc.	
1	62	0	5062019-04	9.86	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06062019-04 Acct. 9842934189-3 St-18	9.86	Pacific Gas & Electric, Inc.	
1	62	0	5102019-01	124.80	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06102019-01 Acct. 5057894052-4 St-15	124.80	Pacific Gas & Electric, Inc.	
1	62	0	5042019-01	78.09	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 05042019-01 Acct. 3752486584-1 St-23	78.09	Pacific Gas & Electric, Inc.	
1	62	0	5032019-01	46.76	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06032019-01 Acct. 9575072740-6 St-23	46.76	Pacific Gas & Electric, Inc.	
1	62	0	7022019-01	25.88	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 07022019-01 Acct. 9575072740-6 St-23	25.88	Pacific Gas & Electric, Inc.	
1	62	0	7012019-12	7.39	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 07012019-12 Acct. 5707449581-8 St-27	7.39	Pacific Gas & Electric, Inc.	
1	62	0	5242019-01	11.94	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06242019-01 Acct. 1758802518-9 St-28	11.94	Pacific Gas & Electric, Inc.	
1	62	0	8182019-02	1238.64	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06182019-02 Acct. 9563044298-6 St-26	1238.64	Pacific Gas & Electric, Inc.	
1	62	0	5192019-01	115.39	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06192019-01 Acct. 4577462625-8 St-16	115.39	Pacific Gas & Electric, Inc.	
1	62	0	5122019-02	536.29	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06122019-02 Acct. 4189633477-3 St-17	536.29	Pacific Gas & Electric, Inc.	
1	62	0	5112019-02	544.79	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06112019-02 Acct. 9160165239-8 St-25	544.79	Pacific Gas & Electric, Inc.	
1	62	0	5112019-03	695.16	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06112019-03 Acct. 0284455775-6 St-7274	695.16	Pacific Gas & Electric, Inc.	
1	62	0	5132019-02	549.47	EDCF063019	06/30/2019	2	8561000	4620	EDCF Inv. 06132019-02 Acct. 7501192011-5 St-27	549.47	Pacific Gas & Electric, Inc.	
1	239	0	119006	4.82	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. 119000 St-19	4.82	Pleasant Valley Acc. Inc.	
1	239	0	119108	7.71	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. 119108 St-19	7.71	Pleasant Valley Acc. Inc.	
1	1553	0	A813475	7.50	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. A813475 St-17	7.50	Pebble Pines True Value	
1	1553	0	A815135	9.64	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. A815135 St-17	9.64	Pebble Pines True Value	
1	1553	0	A815997	4.60	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. A815997 St-17	4.60	Pebble Pines True Value	
1	1553	0	A816591	15.00	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. A816591 St-17	15.00	Pebble Pines True Value	
1	2533	0	999787	1235.05	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 999787 E317272	1235.05	Review International Trucks	
1	1367	0	35111	357.35	EDCF063019	06/30/2019	2	8561000	4022	EDCF Inv. 35111 Rucker ID's	357.35	Scott's PPE Recon. Inc.	
1	922	1	3458121-0	37.71	EDCF063019	06/30/2019	2	8561000	4309	EDCF Inv. 3458121-0 Business Cards - Dutch	37.71	Sierra Gold Graphics	
1	922	0	3462953-0	27.87	EDCF063019	06/30/2019	2	8561000	4280	EDCF Inv. 3462953-0 Office Supplies	27.87	Sierra Office Supply & Printing	
1	7033	0	5272019-01	250.00	EDCF063019	06/30/2019	2	8561000	4021	EDCF Inv. 06272019-01 Duty Books Reimbursement	250.00	Sierra, Duncan	
1	31	0	378151	245.00	EDCF063019	06/30/2019	2	8561000	4300	EDCF Inv. 378151 Background Check	245.00	State Of Calif Accounting Service	
1	31	0	989562	49.00	EDCF063019	06/30/2019	2	8561000	4300	EDCF Inv. 989562 Background Check	49.00	State Of Calif Accounting Service	
1	2537	0	27020	395.00	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. 27020 St-19 Pump	395.00	Sweet Septic System, Inc.	
1	9073	0	inv01347	27402.54	EDCF063019	06/30/2019	2	8561000	4300	EDCF Inv. inv01347 Consulting Fee	27402.54	TBWB Strategies	
1	434	0	932230301	89.06	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 932230301 IPad Data	89.06	Verizon Wireless	
1	434	0	932230302	89.06	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 932230302 IPad Data	89.06	Verizon Wireless	
1	434	0	932230303	51.24	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 932230303 IPad Data	51.24	Verizon Wireless	
1	434	0	932230298	89.06	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 932230298 IPad Data	89.06	Verizon Wireless	
1	434	0	932230299	89.06	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 932230299 IPad Data	89.06	Verizon Wireless	
1	434	0	932230300	89.06	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 932230300 IPad Data	89.06	Verizon Wireless	
1	434	0	932230297	899.58	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 932230297 Cell Service 5/16-6/15/19	899.58	Verizon Wireless	
1	4486	0	5112019-04	250.00	EDCF063019	06/30/2019	2	8561000	4021	EDCF Inv. 06112019-04 Duty Book Reimbursement	250.00	Ventillon, Corey	

Authorizing Signatures:

Date: _____

1	1353	0	60026963	9277.32	EDCF063019	06/30/2019	2	8561000	4606	EDCF Inv. 60026963 Fuel June 2019	9277.32	WEX
1	236	0	6232019-01	387.72	EDCF063019	06/30/2019	2	8561000	4617	EDCF Inv. 06232019-01 Swift Water Reimbursement	387.72	William M. Wight
1	236	0	5182019-02	168.20	EDCF063019	06/30/2019	2	8561000	4617	EDCF Inv. 05182019-03 Swift Water Reimbursement	168.20	William M. Wight
1	121	0	2857826	950.51	EDCF063019	06/30/2019	2	8561001	4500	EDCF Inv. 2857826 JPA Training	950.51	Zoi

Vouchers #1 Payables Interface CV1
(Permanent Vendors) - Outside District
District Name:
EI Dorado County Fire Dist

Record:
Number
Interfaced By
Batch Date

Copy:
Date: 6-30-2019
Prepared
By: Kathleen Freeman
Contact Phone: 630-644-9630 # 104

Audit:
File Name: 75 2018-19 6-30-2019 EDCF Bills
Audited By
Date:

Call for pickup: Kathleen 644-9630

Document Total: **1,800.00**

I HEREBY CERTIFY THAT THE ARTICLES OR SERVICES DESCRIBED BY THE INVOICE(S) ATTACHED AND LISTED BELOW WERE NECESSARY FOR USE BY THE DISTRICT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES:
Authorized Signatures: [Signature] Date: 7-25-19

Always	Vendor	Suffix	Invoice Number	Amount	File Name	Date	Always	Org Code	Object	Description	Amount	Vendor
1	9448	0	1905040	1800.00	EDCF063019	06/30/2019	2	8561000	4300	EDCF Inv. 1905040 Access Database Work	1800.00	[Info-data]

Vouchers #1 Payables Interface CV1 (Permanent Vendors) - Outside District

District Name: El Dorado County Fire Dist

Date Prepared: 6-30-2019

By: Kathleen Freeman

Contact Phone: 530-544-9630 # 104

File Name: 76 2018-19 6-30-2019 EDCF Bills

Record: Number Interfaced By Batch Date

Copy: Copied By Copy Date

Scan: Scanned By Scan Date

Audit: Audited By Audit Date

Call for pickup: Kathleen 544-9630

Document Total: 14,370.00

I HEREBY CERTIFY THAT THE ARTICLES OR SERVICES DESCRIBED BY THE INVOICE(S) ATTACHED AND LISTED BELOW WERE NECESSARY FOR USE BY THE DISTRICT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES.

Authorizing Signatures: *[Signature]* Date: 7-25-19

Always	Vendor	Sufix	Invoice Number	Amount	File Name	Date	Always	Org Code	Object	Description	Amount	Vendor
1	3410	0	5028	14370.00	EDCF063019	06/30/2019	2	8561000	6040	EDCF Inv. 5028 U-17	14370.00	Anew Manufacturing, Inc.

FY 18/19

Vouchers #1 Payables Interface CV#
(Permanent Vendors) - Outside District
District Name: **EI Dorado County Fire Dist**

PLEASE INDICATE CHECK DISTRIBUTION METHOD IN THE SPACE BELOW

Call for pickup: Kathleen 644-9630

Record: _____ Number _____ Interfaced By _____ Batch Date _____


Copy: _____ Copied By _____ Copy Date _____

Scan: _____ Scanned By _____ Scan Date _____

Audit: _____ Audit Date _____

Document Total: \$ 1,397.14

I HEREBY CERTIFY THAT THE ARTICLES OR SERVICES DESCRIBED BY THE INVOICE(S) ATTACHED AND LISTED BELOW WERE NECESSARY FOR USE BY THE DISTRICT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES:

Authorizing Signatures: 

Date: _____

Always 1	Vendor	Invoice Suffix	Invoice Number	Amount	File Name	Date	Always 2	Org Code	Object	Description	Amount	Vendor
1	59	0	318-190049	40.60	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-190049 7700	40.60	Riebas
1	59	0	318-190262	10.49	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-190262 E-25	10.49	Riebas
1	59	0	318-190392	32.25	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-190392	32.25	Riebas
1	59	0	318-190402	-82.03	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-1190402 Credit	-82.03	Riebas
1	59	0	318-191960	19.84	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-191960 E-25	19.84	Riebas
1	59	0	318-192036	77.06	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-192036	77.06	Riebas
1	59	0	318-192176	-77.06	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-192176 Credit	-77.06	Riebas
1	59	0	318-192280	30.30	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-192280	30.30	Riebas
1	59	0	318-192697	183.90	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-192697 U-28	183.90	Riebas
1	59	0	318-193165	413.48	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-193165 Brake Lock	413.48	Riebas
1	59	0	388-305491	83.44	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 388-305491 U-17	83.44	Riebas
1	59	0	318-193476	6.99	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-193476 E-19	6.99	Riebas
1	59	0	318-193826	23.51	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-193826 Parade	23.51	Riebas
1	59	0	388-305792	61.43	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 388-305792 E-28	61.43	Riebas
1	59	0	318-194347	20.99	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-194347	20.99	Riebas
1	59	0	318-194807	-64.95	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-194807 Credit	-64.95	Riebas
1	59	0	298-459272	91.42	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 298-459272 E-17	91.42	Riebas
1	59	0	318-194981	48.56	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-194981 D-3	48.56	Riebas
1	59	0	388-307215	15.83	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 388-307215 E-28	15.83	Riebas
1	59	0	318-196258	30.72	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 298-459687 E-17	30.72	Riebas
1	59	0	318-196367	57.82	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-196258 D-4	57.82	Riebas
1	59	0	388-307699	17.21	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-196367	17.21	Riebas
1	59	0		16.06	EDCF063019	06/30/2019	2	8561001	4162	EDCF Inv. 388-307699 M-28	16.06	Riebas
1	59	0		221.70	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-197202 D-7, E-317	221.70	Riebas
1	59	0	318-197222	20.89	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 318-197222 E-17	20.89	Riebas
1	59	0	388308327	16.78	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 388308327 E-28	16.78	Riebas
1	59	0	53119	70.26	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 53119	70.26	Riebas
1	59	0	063019	39.65	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 063019	39.65	Riebas

FEY 18119

PLEASE INDICATE CHECK DISTRIBUTION METHOD IN THE SPACE BELOW

Call for pickup: Kathleen 644-9630

Document Total: 16,169.19

Vouchers #1 Payables Interface CV1 (Permanent Vendors) - Outside District
 District Name: El Dorado County Fire Dist
 Date: 6-30-2019
 Prepared By: Kathleen Freeman
 Contact Phone: 530-644-9630 # 104
 File Name: 78 2018-19 6-30-2019 EDCF Bills

Record: Number Interfaced By Batch Date
 Copy: Copied By Copy Date
 Scan: Scanned By Scan Date
 Audit: Audited By Audit Date

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Authorizing Signatures: *[Signature]* Date: _____

Always 1	Vendor	Invoice Number	Amount	File Name	Date	Always 2	Org Code	Object	Description	Amount	Vendor
1	375	0 5112019-05	498.75	EDCF063019	06/30/2019	2	8561000	4924	EDCF Inv. 06112019-05 GT WC To Reimburs.	498.75	US Bank
1	375	0 5162019-01	214.36	EDCF063019	06/30/2019	2	8561000	4060	EDCF Inv. 06162019-01 GT WC Meeting	214.36	US Bank
1	375	0 5292019-01	38.24	EDCF063019	06/30/2019	2	8561000	4806	EDCF Inv. 05292019-01 KF Fuel	38.24	US Bank
1	375	0 5292019-02	50.68	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 05292019-02 KF St-21	50.68	US Bank
1	375	0 5012019-15	82.50	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 06012019-15 KF St-19	82.50	US Bank
1	375	0 5012019-16	120.06	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 06012019-16 KF St-72	120.06	US Bank
1	375	0 6102019-02	1.45	EDCF063019	06/30/2019	2	8561000	4261	EDCF Inv. 06102019-02 KF Postage	1.45	US Bank
1	375	0 6102019-03	159.78	EDCF063019	06/30/2019	2	8561000	4022	EDCF Inv. 06102019-03 KF Uniform Allowance	159.78	US Bank
1	375	0 5112019-06	48.25	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. 06112019-06 KF Supplies	48.25	US Bank
1	375	0 5172019-01	21.22	EDCF063019	06/30/2019	2	8561000	4040	EDCF Inv. 06172019-01 KF St-21	21.22	US Bank
1	375	0 5172019-02	13.20	EDCF063019	06/30/2019	2	8561000	4261	EDCF Inv. 06172019-02 KF Postage	13.20	US Bank
1	375	0 5032019-02	8.57	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. 06032019-02 E17 St-17	8.57	US Bank
1	375	0 5032019-03	47.53	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. 06032019-03 E17 St-17	47.53	US Bank
1	375	0 5082019-01	108.26	EDCF063019	06/30/2019	2	8561000	4182	EDCF Inv. 06082019-01 E23 St-19	108.26	US Bank
1	375	0 5122019-03	14.23	EDCF063019	06/30/2019	2	8561000	4281	EDCF Inv. 06122019-03 E23 Postage	14.23	US Bank
1	375	0 5222019-01	16.72	EDCF063019	06/30/2019	2	8561000	4187	EDCF Inv. 05222019-01 E28 St-28	16.72	US Bank
1	375	0 5032019-04	21.44	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. 06032019-04 E28 St-28	21.44	US Bank
1	375	0 5162019-02	5.99	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. 06162019-02 E25 St-25	5.99	US Bank
1	375	0 5162019-03	83.86	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. 06162019-03 E25 St-25	83.86	US Bank
1	375	0 5172019-03	13.16	EDCF063019	06/30/2019	2	8561000	4261	EDCF Inv. 06172019-03 E25 Postage	13.16	US Bank
1	375	0 5062019-05	12.55	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 06062019-05 PL	12.55	US Bank
1	375	0 5112019-07	150.00	EDCF063019	06/30/2019	2	8561000	4180	EDCF Inv. 06112019-07 PL St-25	150.00	US Bank
1	375	0 5112019-08	797.18	EDCF063019	06/30/2019	2	8561000	6020	EDCF Inv. 06112019-08 PL Paint St-74	797.18	US Bank
1	375	0 5112019-09	994.38	EDCF063019	06/30/2019	2	8561000	6020	EDCF Inv. 06112019-09 PL Paint St-74	994.38	US Bank
1	375	0 5212019-02	64.72	EDCF063019	06/30/2019	2	8561000	4260	EDCF Inv. 06212019-02 PL Office Supplies	64.72	US Bank
1	375	0 5212019-03	638.80	EDCF063019	06/30/2019	2	8561000	4162	EDCF Inv. 06212019-03 PL L-26 Annual Inspection	638.80	US Bank
1	375	0 5162019-04	-1000.00	EDCF063019	06/30/2019	2	8561000	6020	EDCF Inv. 06162019-04 PM Credit	-1000.00	US Bank
1	375	0 5232019-03	25.98	EDCF063019	06/30/2019	2	8561000	4180	EDCF Inv. 05232019-03 E74 St-21	25.98	US Bank
1	375	0 5172019-04	17.93	EDCF063019	06/30/2019	2	8561000	4197	EDCF Inv. 06172019-04 E74 St-21	17.93	US Bank

Authorizing signature:	0	375	0	06/30/2019	EDCF063019	26.40	8561000	4197	EDCF Inv. 06172019-05 E74 St-21	26.40	US Bank
	1	375	0	06/30/2019	EDCF063019	18.22	8561000	4180	EDCF Inv. 05222019-02 E272 St-72	18.22	US Bank
	1	375	0	06/30/2019	EDCF063019	242.10	8561000	4080	EDCF Inv. 06072019-02 TB Supplies	242.10	US Bank
	1	375	0	06/30/2019	EDCF063019	161.40	8561000	4080	EDCF Inv. 06092019-02 TB Supplies	161.40	US Bank
	1	375	0	06/30/2019	EDCF063019	62.97	8561000	4080	EDCF Inv. 06102019-04 TB Supplies	62.97	US Bank
	1	375	0	06/30/2019	EDCF063019	630.15	8561000	4080	EDCF Inv. 06132019-03 TB Supplies	630.15	US Bank
	1	375	0	06/30/2019	EDCF063019	322.80	8561000	4080	EDCF Inv. 06202019-01 TB Supplies	322.80	US Bank
	1	375	0	06/30/2019	EDCF063019	547.00	8561000	4500	EDCF Inv. 05302019-01 BM Plan Review Software	547.00	US Bank
	1	375	0	06/30/2019	EDCF063019	368.00	8561000	4600	EDCF Inv. 05212019-04 TC JPA Medic Pick Up	368.00	US Bank
	1	375	0	06/30/2019	EDCF063019	368.00	8561000	4600	EDCF Inv. 05212019-05 TC JPA Medic Pick Up	368.00	US Bank
	1	375	0	06/30/2019	EDCF063019	368.00	8561000	4600	EDCF Inv. 05212019-06 TC JPA Medic Pick Up	368.00	US Bank
	1	375	0	06/30/2019	EDCF063019	122.26	8561000	4600	EDCF Inv. 08132019-11 TC JPA Pick Up	122.26	US Bank
	1	375	0	06/30/2019	EDCF063019	64.57	8561000	4600	EDCF Inv. 06132019-12 TC JPA Pick Up	64.57	US Bank
	1	375	0	06/30/2019	EDCF063019	87.95	8561000	4600	EDCF Inv. 0614201906142019-02 TC JPA Pick Up	87.95	US Bank
	1	375	0	06/30/2019	EDCF063019	321.48	8561000	4600	EDCF Inv. 06142019-03 TC JPA Pick Up	321.48	US Bank
	1	375	0	06/30/2019	EDCF063019	937.29	8561000	4507	EDCF Inv. 06172019-06 TC Technical Rescue Equip	937.29	US Bank
	1	375	0	06/30/2019	EDCF063019	359.95	8561000	4080	EDCF Inv. 06182019-05 TC Supplies	359.95	US Bank
	1	375	0	06/30/2019	EDCF063019	25.00	8561000	4539	EDCF Inv. 06202019-02 TC	25.00	US Bank
	1	375	0	06/30/2019	EDCF063019	25.00	8561000	4539	EDCF Inv. 06222019-01 TC	25.00	US Bank
	1	375	0	06/30/2019	EDCF063019	198.98	8561000	4182	EDCF Inv. 06232019-02 TC JPA New Medic Units	198.98	US Bank
	1	375	0	06/30/2019	EDCF063019	319.80	8561000	4021	EDCF Inv. 06232019-03 TC PPE	319.80	US Bank
	1	375	0	06/30/2019	EDCF063019	131.10	8561000	4021	EDCF Inv. 06042019-04 TC PPE	131.10	US Bank
	1	375	0	06/30/2019	EDCF063019	79.99	8561000	4539	EDCF Inv. 06092019-03 TC	79.99	US Bank
	1	375	0	06/30/2019	EDCF063019	38.33	8561000	4600	EDCF Inv. 06182019-04 TC JPA Pick Up	38.33	US Bank
	1	375	0	06/30/2019	EDCF063019	19.94	8561000	4600	EDCF Inv. 05212019-07 TC JPA Medic Pick Up	19.94	US Bank
	1	375	0	06/30/2019	EDCF063019	19.94	8561000	4600	EDCF Inv. 05212019-08 TC JPA Medic Pick Up	19.94	US Bank
	1	375	0	06/30/2019	EDCF063019	19.94	8561000	4600	EDCF Inv. 05212019-09 TC JPA Medic Pick Up	19.94	US Bank
	1	375	0	06/30/2019	EDCF063019	334.75	8561000	4021	EDCF Inv. 05252019-03 TC PPE Strage	334.75	US Bank
	1	375	0	06/30/2019	EDCF063019	42.89	8561000	4461	EDCF Inv. 05302019-02 TC Equipment	42.89	US Bank
	1	375	0	06/30/2019	EDCF063019	14.99	8561000	4539	EDCF Inv. 06042019-02 TC Adobe Subscription	14.99	US Bank
	1	375	0	06/30/2019	EDCF063019	0.99	8561000	4539	EDCF Inv. 06042019-03 TC	0.99	US Bank
	1	375	0	06/30/2019	EDCF063019	1466.92	8561001	4481	EDCF Inv. 06062019-05 TC JPA Equipment	1466.92	US Bank
	1	375	0	06/30/2019	EDCF063019	27.83	8561000	4461	EDCF Inv. 06072019-03 TC Equipment	27.83	US Bank
	1	375	0	06/30/2019	EDCF063019	575.87	8561000	4080	EDCF Inv. 06112019-10 TC Batteries	575.87	US Bank
	1	375	0	06/30/2019	EDCF063019	55.00	8561000	4600	EDCF Inv. 06122019-04 TC JPA Medic Pick Up	55.00	US Bank
	1	375	0	06/30/2019	EDCF063019	29.45	8561000	4600	EDCF Inv. 06112019-11 TC JPA Pick Up	29.45	US Bank
	1	375	0	06/30/2019	EDCF063019	72.36	8561000	4600	EDCF Inv. 06112019-12 TC JPA Pick Up	72.36	US Bank
	1	375	0	06/30/2019	EDCF063019	101.00	8561000	4600	EDCF Inv. 06112019-13 TC JPA Pick Up	101.00	US Bank
	1	375	0	06/30/2019	EDCF063019	50.91	8561000	4600	EDCF Inv. 06122019-05 TC JPA Pick Up	50.91	US Bank
	1	375	0	06/30/2019	EDCF063019	77.04	8561000	4600	EDCF Inv. 06142019-01 TC JPA Pick Up	77.04	US Bank
	1	375	0	06/30/2019	EDCF063019	72.00	8561000	4600	EDCF Inv. 06132019-04 TC JPA Pick Up	72.00	US Bank
	1	375	0	06/30/2019	EDCF063019	2581.83	8561000	4021	EDCF Inv. 06132019-04 TC PPE	2581.83	US Bank

FY 18/19

Vouchers #1 Payables Interface CV1
(Permanent Vendors) - Outside District

District Name:

El Dorado County Fire Dist

Date: 6-30-2019

Prepared By:

Kathleen Freeman

Contact Phone: 530-844-9630 # 104

File Name:

79 2018-19 6-30-2019 EDCF Bills

Record:

Number Interfaced By Batch Date

Copy:

Copied By Copy Date

Scan:

Scanned By Scan Date

Audit:

Audited By Audit Date

Call for pickup: Kathleen 644-9630

Document Total: \$ 4,316.82

I HEREBY CERTIFY THAT THE ARTICLES OR SERVICES DESCRIBED BY THE INVOICE(S) ATTACHED AND LISTED BELOW WERE NECESSARY FOR USE BY THE DISTRICT AND HAVE BEEN DELIVERED OR PERFORMED AND THAT NO PRIOR CLAIM HAS BEEN PRESENTED FOR SAID ARTICLES OR SERVICES:

Authorizing Signatures:



Date:

Always	Vendor	Sufx	Invoice Number	Amount	File Name	Date	Always	Org Code	Object	Description	Amount	Vendor
1	9456	0	533447/IDS	4316.82	EDCF063019	06/30/2019	2	8561000	4461	EDCF Inv. M353447/IDS ID Card System	4316.82	80V76

El Dorado County Fire Protection District FY 18/19 & 19/20 (Final)

4300 Professional Services	FY 18/19	FY 19/20
CPS Testing/Assessments	\$1,000.00	\$1,000.00
Annual Audit	\$13,000.00	\$13,000.00
CPA Services	\$10,000.00	\$10,000.00
IT Consultants/Hardware/Software Upgrades	\$70,000.00	\$70,000.00
Consultant	\$50,000.00	\$50,000.00
Elections	\$0.00	\$0.00
A&E Consulting Group	\$4,000.00	\$4,000.00
Employee Assistance Program	\$7,000.00	\$7,000.00
Employee Backgrounds	\$2,000.00	\$2,000.00
El Dorado County LAFCO	\$7,600.00	\$7,600.00
Explorer Program	\$500.00	\$500.00
Printing, Engraving, Alterations	\$2,500.00	\$2,500.00
Department Health and Wellness Program (MOU pending)	\$20,000.00	\$50,000.00
Total	\$187,600.00	\$217,600.00

4313 Legal Services	FY 18/19	FY 19/20
Legal Services/Consultation	\$50,000.00	\$50,000.00
Total	\$50,000.00	\$50,000.00

4324 Medical/Dental/Lab	FY 18/19	FY 19/20
Medical Aid (Work Related Injury)	\$10,000.00	\$10,000.00
Total	\$10,000.00	\$10,000.00

4400 Publications & Legal Notices	FY 18/19	FY 19/20
Election Notices	\$0.00	\$0.00
Budget Hearings	\$0.00	\$0.00
Miscellaneous	\$200.00	\$200.00
Total	\$200.00	\$200.00

4420 Rents & Leases of Equipment	FY 18/19	FY 19/20
Copiers	\$16,000.00	\$16,000.00
Audio/Visual Equipment	\$0.00	\$0.00
Telephone Equipment	\$2,300.00	\$2,300.00
Total	\$18,300.00	\$18,300.00

Page Total	\$266,100.00	\$296,100.00
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El Dorado County Fire Protection District FY 18/19 & 19/20 (Final)

4440 Rents & Leases of Equipment	FY 18/19	FY 19/20
Lease of Postage Machine/Water Disposal	\$500.00	\$500.00
Total	\$500.00	\$500.00

4461 Equipment (Minor)	FY 18/19	FY 19/20
General Minor Equipment	\$10,500.00	\$10,500.00
Investigation	\$2,200.00	\$2,200.00
Prevention Division	\$500.00	\$500.00
Audio/Visual Support	\$0.00	\$0.00
Administration	\$2,000.00	\$2,000.00
Computer/Camera Equipment	\$16,000.00	\$16,000.00
Total	\$31,200.00	\$31,200.00

4462 Equipment	FY 18/19	FY 19/20
Computer Equipment	\$4,000.00	\$4,000.00
Total	\$4,000.00	\$4,000.00

4500 Special Department Expense	FY 18/19	FY 19/20
Prevention (General/Public Education)	\$3,000.00	\$3,000.00
Prevention (Interwest Program)	\$5,000.00	\$5,000.00
DMV Renewals	\$250.00	\$250.00
Administration/Badges/Awards/Flags	\$500.00	\$500.00
Manuals (Network)	\$250.00	\$250.00
Manuals (Prevention)	\$600.00	\$600.00
General Training Items	\$1,000.00	\$1,000.00
CPR	\$500.00	\$500.00
Total	\$11,100.00	\$11,100.00

4503 Staff Development	FY 18/19	FY 19/20
Instructor reimbursement	\$5,000.00	\$5,000.00
Total	\$5,000.00	\$5,000.00

Page Total	\$51,800.00	\$51,800.00
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El Dorado Fire Protection District FY 18/19 & 19/20 (Final)

4507 Fire & Safety Supplies	FY 18/19	FY 19/20
Fire Hose and Supplies; Replacement/Repair	\$10,000.00	\$10,000.00
Technical Rescue Equipment	\$9,000.00	\$9,000.00
Firefighting Foam	\$1,000.00	\$1,000.00
Total	\$20,000.00	\$20,000.00

4529 Software License	FY 18/19	FY 19/20
Firehouse Software Maintenance Agreement	\$2,625.00	\$2,625.00
TeleStaff Maintenance Agreement	\$10,000.00	\$10,000.00
Target Solutions & Web Staff Agreement	\$8,000.00	\$8,000.00
Telestaff Software Upgrade	\$10,000.00	\$10,000.00
Computer programs/license upgrades	\$0.00	\$0.00
Total	\$30,625.00	\$30,625.00

4540 MOU Training Reimbursement	FY 18/19	FY 19/20
MOU approved training reimbursement	\$64,000.00	\$64,000.00
Total	\$64,000.00	\$64,000.00

4606 Fuel Purchases	FY 18/19	FY 19/20
Fire District Fuel	\$114,000.00	\$114,000.00
Total	\$114,000.00	\$114,000.00

4620 Utilities	FY 18/19	FY 19/20
Water	\$15,000.00	\$15,000.00
Electricity	\$62,000.00	\$62,000.00
Propane	\$30,000.00	\$30,000.00
Total	\$107,000.00	\$107,000.00

Page Total	\$335,625.00	\$335,625.00
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	FY 18/19	FY 19/20
Class 4000 Total	\$1,078,275.00	\$1,118,275.00

El Dorado County Fire Protection District FY 18/19 & 19/20 (Final)

Class 5000	FY 18/19	FY 19/20
5060 Facilities	\$99,204.00	\$99,204.00
5100 Interest	\$38,836.00	\$38,836.00
5142 Audit Findings	\$0.00	\$0.00
Total	\$138,040.00	\$138,040.00

Class 5000 Total	\$138,040.00
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Transfer out of Measure S Fund into Class 5000	\$138,040.00
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El Dorado County Fire Protection District FY 18/19 & 19/20 (Preliminary)

6020 Structures & Improvements (>\$10K = Capitalized)		
> 10K from Class 4180 Building Improvements	FY 18/19	FY 19/20
Station Improvements (training ground materials = \$75K)	\$200,000.00	\$500,000.00
Class 6020 Total	\$200,000.00	\$500,000.00
6040 Equipment + 4021 >\$10K = Capitalized	FY 18/19	FY 19/20
Safety Equipment; Structural PPE (Class 4021)	\$50,000.00	\$50,000.00
Wildland PPE (Class 4021)	\$3,000.00	\$3,000.00
FATS Tags (Class 4021)	\$500.00	\$500.00
Generational Apparatus Replacement (First-out apparatus)	\$350,000.00	\$350,000.00
Class 6040 Total	\$403,500.00	\$403,500.00
	FY 18/19	FY 19/20
Total Class 6000 Expenditures	\$603,500.00	\$903,500.00

**EL DORADO COUNTY FIRE PROTECTION DISTRICT
OVERVIEW OF FIRE DISTRICT REVENUE LIMITATIONS**

To the elected Board of Directors,

The intention of this letter is to provide a summary review of the derived revenue streams for the El Dorado County Fire Protection District, as well as some of the financial challenges faced at the local government level(s). This will include a brief presentation that will discuss previous funding that has placed limitations on local government(s) by way of:

Proposition 13 implementation

Educational Revenue Augmentation Funding (ERAF)

Asset-Liability transfer from CSA 7 to the JPA

The emphasis on this presentation will be to illustrate the limitations of revenue-narrowing absent of augmentation funding post-revenue shifts.

Respectfully,

Paul Dutch

Division Chief



August 30, 2019

To: El Dorado County Board of Directors

RE: Acceptance of RFP

Good Afternoon:

Our District went out to bid to replace its ageing SCBA compressor and fill station at Fire Station 23. On August 30th we received a proposal from Bauer Compressors. As per our policy I sent out RFPs and contacted different vendors. I had other vendors interested but they did not return a proposal or backed out by phone call prior to the deadline.

I am requesting that we accept this proposal and begin replacement as soon as possible. Our current system has had failures recently and our neighboring districts systems are not at optimum. The quoted cost is within are line item budget for this fiscal year and do to the critical needs of this system I would recommend that we do not delay. This system would replace or current system with a new and upgrade capacity to ensure we are at optimal performance for at least the next 20 years.

*See attached proposal.

Respectfully:

DC Paul Lohan

A handwritten signature in cursive script that reads "D.C. Paul H. Lohan".

El Dorado County Fire Protection District



267 East Airway Blvd
Livermore, CA 94551
Phone: 925-449-7210
Fax: 925-449-7201

To:
El Dorado County Fire Protection District
4040 Carson Road
Camino, CA 95709

Date: 8/26/2019

Attn: Chief Paul Lohan

**RE: Request for Proposal: 7,000 psi Self Contained Breathing Apparatus
Fill/Cascade System**

Dear Chief Lohan,

Thank you for the opportunity to supply a proposal for the purchase of one (1) 7,000 psi Self Contained Breathing Apparatus Fill/Cascade System for the El Dorado County Fire Protection District. We have supplied pricing for our model VTC-7K/20 Compressor, CFS5.5 3S Fill Station and ASME7K-3 7,000 psi Air Storage Cylinders. The complete system meets the intent of the supplied equipment specifications without any exceptions. We will deliver the compressor to the installation site, plumb system together with stainless steel tubing, make the final hookup to supplied electrical power, make final run test of the compressor and perform operational training for El Dorado County FPD personnel. The proper electrical supply and electrical hardware at the installation site is the responsibility of the El Dorado County FPD.

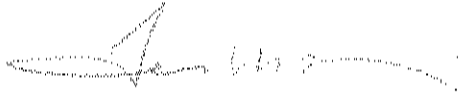
At the time of delivery of the new compressor system, Bauer will remove your existing compressor system located at Fire Station 23 and dispose of it at no extra cost.

Bauer Compressors, Inc. has been in business for nearly 75 years as the leader in producing and supplying High Pressure Breathing Air Compressors. Our California Factory Branch was established in 1987 to supply Sales and Service support to the California Fire Service. We help support Fire Departments all over the State including San Francisco FD, Oakland FD, San Jose FD, Sacramento FD, Los Angeles FD, Los Angeles County FD, San Diego FD, Fresno FD, Fresno County FD and Bakersfield FD.

If you have any questions or concerns, please do not hesitate to call. We are committed in supplying the best equipment and service to the US Fire Service.

Again, thank you for the opportunity to submit this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim McGuire", with a long horizontal flourish extending to the right.

Tim McGuire
Branch Manager
Bauer Compressors, Inc.
267 E. Airway Blvd.
Livermore, CA 94551
Phone: 925-449-7210
Fax: 925-449-7201
tim.mcguire@bauersf.com



267 East Airway Blvd
Livermore, CA 94551
Phone: 925-449-7210
Fax: 925-449-7201

To:
Chief Paul Lohan
El Dorado County Fire Department
Phone: 530-644-9630
Email: Lohanp@Eldofire.com

Date: 8/26/2019

Quotation Valid for 60 Days.

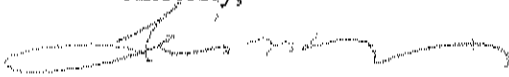
<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>AMOUNT</u>
1	1	VTC-7K/20 Working Pressure: 7,000 psi Charging Rate: 20 scfm Horsepower: 20 Three Phase		\$60,553.00
2	1	Electronic CO Monitor w/Calibration Kit		\$3,435.00
3	1	CFS5.5-3S Fill Station, 3 Position With Dual Function Cascade Control Panel		\$18,862.00
4	1	ASME-7K-3 7,000 psi ASME Air Storage Cylinders Installed in a Vertical Rack Total of Four (4) 7,000 psi ASME Cylinders With Capability of Adding Up to Four (4) Additional Cylinders		<u>\$24,609.00</u>
		Sub Total		\$107,459.00
		Sales Tax 7.25%		\$7,790.78
		Installation Labor		\$1,750.00
		Freight Estimate		<u>\$3,427.00</u>
		Total		\$120,426.78

Note: Bauer will deliver new system, place unit into installation site, plumb new system together, test system for proper operation and perform operational training for El Dorado County FD personnel.

Prices do not include shipping/handling charges or sales tax unless specified.
Quotation prices are valid for 60 days. Call 925-449-7210 if past expiration date.

Thank you for the opportunity to submit this quotation. If you have any questions please give us a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim McGuire', with a long, sweeping underline.

Tim McGuire
925-449-7210
tim.mcguire@bauersf.com



ELDORADO COUNTY FIRE PROTECTION DISTRICT
4040 Carson Rd, Camino CA 95709
530-644-9630

REQUEST FOR PROPOSAL
July 24th, 2019

INTENT: The El Dorado County Fire Protection District is requesting proposals to replace its current Self Contained Breathing Apparatus fill/cascade system located at Station 23 at 1834 Pleasant Valley Rd, Placerville CA 95667.

GENERAL: The District will be accepting bids beginning July 29th, 2019 and closing at 1600 on August 30th, 2019. All Proposals shall be forwarded and postmarked no later than the closing time and date to EDCFPD Station 21, ATTN: Division Chief Paul Lohan at P.O. Box 807, Camino, CA 95709. Hand delivery accepted at 4040 Carson Rd, Camino, CA 95709. Electronic bid submittals accepted by same date and time to Lohanp@Eldofire.com. NO facsimiles accepted.

PROVISIONS: The attached (*) specifications cover general requirements as to basic functionality, type of construction, finish, accessories, tests, etc., to which the manufacturer must conform. Complete plans and specifications must accompany each proposal showing dimensions and describing in detail the equipment. Manufacturer shall indicate size, type, model and make of components, parts, and equipment.

The attached specifications are considered minimal and the bidder is expected to increase them where necessary to meet the general intent.

Bidder shall include all essential terms for purchase.

Faithful Performance Bond: Upon award of bid, the successful bidder shall furnish the District with a performance bond in the amount of 100% of bid price**. This bond will be retained during construction and until acceptance of the apparatus by the El Dorado County Fire Protection District.

Warranty: The manufacturer/installer shall guarantee in writing to replace and install at their expense any and all parts that fail due to defective material or workmanship. The guarantee period shall be for not less than one year from date of installation at the El Dorado County Fire Protection District. There shall be no cost to the District for freight, labor or other costs incurred in performance of warranty action.

Variations from these specifications shall be listed on a separate sheet headed "EXCEPTIONS TO SPECIFICATIONS." ALL EXCEPTIONS ARE SUBJECT TO APPROVAL. PROPOSALS TAKING TOTAL EXCEPTION TO SPECIFICATIONS WILL NOT BE ACCEPTED.

The El Dorado County Fire Protection District reserves the right to reject any and all bids without cause. Quality and price shall be considered in combination or separately.

Installation: Complete installation of equipment must be included in the bid price as well as included in the warranty. Installation must follow all state and local building codes. Bidders may request a visit to the site for needs to installation.

Removal: All bids must include removal and disposal of all old equipment from the site. All debris must be removed in a timely manner.

Training: All bids must include appropriate training for assigned personnel.

Service/support: The successful bidder must have service and support available with "on call" support and repair service available within five days of request.

Completion: The successful bidder must have all aspects of the proposal complete and the warranty in effect from 6 months of awarded bid.

* See contact info to request spec sheet if not attached.

** Performance bond required for any bid over \$100,000.

Contact info:

DC Paul Lohan

4040 Carson Rd

Camino, CA 95709

530-644-9630

530-919-7704

El Dorado County Fire Protection District Specification Sheet

1. COMPRESSOR/AIR PURIFICATION:

Specification for a high pressure compressor and purification system to supply breathing air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air. The compressor and the purification system shall be designed and produced by the same Manufacturer. The Manufacturer shall operate under a Quality Management System which complies with the requirements of ISO 9001:2008 for the design, manufacture, inspection, test, and service of air & gas compressors and associated spare parts for commercial and military applications. The system shall be designed for a maximum working pressure of 7,000 PSIG. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable.

A. Compressor: The system shall be supplied on a vertical steel frame designed for both the static and dynamic loads of the system and of sufficient size to adequately accommodate all of the system's components. The arrangement of components on the frame shall permit unrestricted cooling air flow to the compressor and prime mover, and provide access for operation and maintenance.

The system shall be designed for continuous duty operation indoors with room temperatures ranging between 30°F and 115°F. Installation shall be on existing foundation. All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation, or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the system. All instrument tubing shall be either 300 series stainless steel or pressure rated hose. Inter-stage pressures shall be monitored via locally mounted pressure gauges.

An intercooler shall be provided after each stage of compression and an aftercooler shall be provided after the final stage of compression. The coolers shall be individually detachable from the compressor, located directly in the cooling fan's blast and made of a stainless steel. The aftercooler shall be designed to cool the discharge air to within 18°F of ambient temperature. A cool-down cycle shall not be required prior to stopping the compressor.

A separator shall be supplied after the second and third stages of compression, and after the fourth stage on five stage compressors, and a coalescing separator shall be supplied at the discharge of the compressor. An automatic condensate drain (A.C.D.) system shall be supplied for all of the separators. The drain solenoid shall be controlled by the PLC and factory preset to drain the separators approximately every fifteen minutes for approximately ten seconds. An exhaust muffler and non-corrosive condensate reservoir shall be included. The condensate reservoir shall have an integrated float switch connected to the PLC for automatic "full" indication and compressor shutdown. The operator shall be visually alerted that the reservoir is at capacity via a text display message on the panel mounted operator/compressor interface. The A.C.D. system shall unload the

compressor on shutdown for unloaded restart. Manually operated valves shall be supplied to override the automatic operation of the A.C.D. system for test and maintenance purposes.

The compressor shall be lubricated by a combination splash and low pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit. The other stages and the driving gear shall be splash lubricated. The low-pressure lubrication circuit shall include a positive displacement oil pump, gear driven by the crankshaft, a non-adjustable oil pressure regulator, and a full-flow oil filter with replaceable element. A highly visible sight glass shall be included to check the oil level. The oil drain for the compressor shall be piped to the outside of the frame.

The compressor shall be equipped with an inlet filter with replaceable particulate element.

B. Control panel: A compressor control panel (CCP) shall be included, the CCP shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label.

The compressor control system shall consist of a programmable logic controller for the monitoring, protection and control of the compressor systems.

The compressor control system shall accomplish the following:

- Home screen customizable with distributor contact information.
- Real Time Clock (time and date)
- Compressor on / off.
- Digital Display of Compressor Final Pressure.
- Digital Display of Compressor Oil Pressure.
- Digital Display of current Compressor Run Time.
- Digital Display of Final Separator Cycle Count.
- Compressor High Temperature Shutdown and Alarm.
- Automatic Condensate Drain system (interval and duration set points adjustable)
 - Digital Display of time to next ACD Cycle.
- Condensate Drain Reservoir full alarm.
- CO monitor alarm functions with visual and audible alarm.
- Purification system moisture monitor warning and alarm functions.
- Built in overtime timer set at 5 hours - optional times available.
- Maintenance Timer (selectable between real time or compressor run time) to give Digital Display of all needed Preventative Maintenance Evolutions.
- Motor overload alarm.
- Nonresettable hourmeter.
- Recoverable Run History.
- Recoverable Alarm History.

C. Purification system: The purification system shall purify high pressure air to a quality that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for breathing air. Purification shall be achieved by mechanical separation of condensed oil and water droplets, adsorption of vaporous water by a desiccant, adsorption of oil vapor and elimination of noxious odors by activated carbon and conversion of carbon monoxide to respirable levels of carbon dioxide by catalyst.

The high pressure purification chambers shall have a working pressure of 7000 PSIG with a 4:1 safety factor. The purification system shall utilize replaceable cartridges. The purification system shall be designed so that the replacement of the cartridges can be accomplished without disconnecting system piping. The design of the chambers shall preclude the possibility of operating the system without cartridges installed or with improperly installed cartridges. A bleed valve shall be provided to vent the purification system to facilitate replacing the cartridges. A pressure maintaining valve and a check valve shall be supplied downstream of the purification system to increase the efficiency of the purification system by maintaining a positive back pressure. A check valve shall be supplied between the coalescing separator on the compressor's discharge line and the purification system to maintain the positive pressure in the purification system when the compressor shuts down.

The purification system shall process an average of 90,000 cuft of air to Grade E Standards at standard atmospheric conditions.

2. ASME STORAGE SYSTEM:

These cylinders shall conform to the ASME (American Society of Mechanical Engineers) codes for permanent installation. The vessels shall be fabricated and stamped in accordance with SECTION VIII, DIVISION 1 of the latest edition of the ASME code for unfired pressure vessels for non-corrosive service. Each vessel shall have a volume of 540 cubic feet of air at 7000 psi with a 3 to 1 safety factor.

Each storage cylinder shall include an outlet service valve, moisture drain valve and ASME coded safety relief valve. The system shall be configured for dual function cascading.

The system shall include four (4) cylinders installed within a vertical racking system with the capability of holding (8) eight cylinders.

3. CONTAINMENT FILL STATION:

Specifications for containment fill station to refill self-contained breathing apparatus (SCBA). The fill station shall be designed for a maximum working pressure of 7,000 PSIG. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable. Specifications are subject to change without notice.

The fill station shall be designed for stationary applications. The fill station shall be constructed of formed plate steel and shall be fully enclosed. The front-loading, (3) three position; containment fill station shall totally enclose the SCBA cylinders during the refilling process.

The fill station's outer enclosure and door assemblies shall be constructed of formed ¼ inch thick plate steel. Venting shall be provided in the bottom of the fill station to allow the rapidly expanding air from a ruptured cylinder to escape from the fill station. The fill station shall be ergonomically designed for maximum operator convenience and safety for refilling cylinders. The fill station door and cylinder holder assembly shall tilt out towards the operator 45 degrees, providing unobstructed access to the cylinder holder to load and unload the cylinders. A handle and heavy-duty gas spring shall be incorporated into the design of the fill station to assist the operator in opening and closing the fill station door. Each cylinder holder shall consist of a thick walled polymer tube which will surround and cradle the SCBA cylinder during the filling process

For complete operator protection, the fill station shall include a safety interlock system that will prevent refilling SCBA cylinders unless the fill station door is closed and secured in the locked position. The automatic interlock will require no actuation of secondary latching mechanism on the outside of the fill station.

Three fill hoses shall be located within the fill station. Each fill hose shall be equipped with a bleed valve and SCBA fill adapter of choice. Fill hose retainers shall be provided to anchor the fill hoses when not in use.

A. Control Panel: The fill control panel shall be installed on the top or front of the fill station. The control panel shall be factory piped and designed to fill three SCBA cylinders either independently or simultaneously.

The control panel shall include the following standard features:

- Inlet pressure gauge
- Adjustable pressure regulator
- Regulated pressure gauge
- Three (3) fill control valves
- Three (3) fill pressure gauges
- One (1) relief valve for regulated fill pressure
- Provisions for factory or field modification to allow a different fill pressure at each fill position
- Four (4) control valves for the four (4) bank cascade system. (To control the "cascade bottles" from the control panel.)

All piping and tubing shall be properly supported and protected to prevent damage from vibration during shipment, operation or maintenance. Piping and tubing shall be installed in a neat and orderly arrangement, adapting to the contours of the station. All instrument tubing shall be 300 series stainless steel.

All control panel mounted pressure gauges shall be 2 ½" diameter and be liquid filled. All panel mounted components shall be labeled with a nameplate.

B. Fill Station accessories:

1. Regulated remote fill: This option shall include a panel mounted bulkhead fitting, adjustable pressure regulator up to 7000 PSI service, pressure gauge, isolation valve and quick disconnect fitting- with 30 foot hose.

4. Warranty:

The system shall be warranted free from defects in material and workmanship for a period of twelve months from date of start-up. The warranty shall not impose limitations on the system's accumulated operating hours during the warranty period.



County of El Dorado

Chief Administrative Office

330 Fair Lane
Placerville, CA 95667-4197

Don Ashton, MPA
Chief Administrative Officer

Phone (530) 621-5530
Fax (530) 626-5730

August 23, 2019

Chief Scott Lindgren
El Dorado County Emergency Services Authority
Administration Office
480 Locust Road
Diamond Springs, CA 95619

Dear Chief Lindgren,

As your board is aware, the County's contract with the JPA is funded exclusively by revenues to County Service Area (CSA) 7. CSA 7 was established by the voters of the County for the sole purpose of ambulance transport services. As a result, all CSA 7 ambulance contract payments to the JPA must be used only for that specific purpose.

Recently, concerns have been raised that the JPA is not employing sufficient safeguards to ensure that once CSA 7 ambulance contract funding is disbursed to its member agencies, that funding will not be commingled with other funds and used to subsidize other district operations. A quick review of the ending balances of the ambulance accounts for the districts that bank in the County Treasury shows that El Dorado County Fire Protection District was advanced \$4.6 million, of which \$1.78 was unspent at the end of the Fiscal Year. Georgetown Fire Protection District was advanced \$1.15 million, of which approximately \$126,000 was unspent at the end of the Fiscal Year.

To ensure the funds are being used solely for the purpose of ambulance transport services, I am requesting, pursuant to Section 2.3.5 of the ambulance contract, a full accounting of each transporting district's ambulance service expenditures no later than September 30, 2019. In the event it is determined that any CSA funds remained with the districts and were unspent or were spent on operations other than ambulance transport services, I am also requesting the JPA provide a plan to recover unspent funds and/or funds expended for operations other than ambulance transport services from FY 2018-19 and to ensure that all CSA 7 funding received by the JPA will be appropriately segregated from its member agencies' non-transport operations in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Ashton".

Don Ashton
Chief Administrative Officer



EL DORADO COUNTY FIRE PROTECTION DISTRICT

4040 Carson Road/PO Box 807

Camino, CA 95709

Phone: 530-644-9630 | Fax: 530-644-9636

www.eldoradofire.com

August 27, 2019

Don Ashton, Chief Administrative Officer
County of El Dorado
330 Fair Lane,
Placerville, CA 95667-4197

Dear Mr. Ashton,

I am writing in response to your August 23, 2019, letter to the El Dorado County Emergency Services Authority ("the JPA"). In your letter, you reported that the El Dorado County Fire Protection District ("ECF") had not spent \$1,780,000 of the funds it received for fiscal year 2018/2019 under ECF's fixed-rate contract with the JPA to provide emergency medical services. This is incorrect and ECF is unsure where this figure came from. Today, the County Auditor-Controller confirmed that, per the County's journal of accounts, the unspent FY 2018/2019 balance is \$830,242.

Even this figure does not reflect ECF's actual, full cost to provide emergency medical services in FY 2018/2019. ECF has not allocated any reasonable share of labor costs to the emergency medical services account for management and support positions, including the Fire Chief, the EMS Division Chief, a Quality Assurance position, and payroll and human resources. All these functions are essential to provide EMS in CSA 7 and the portion of these individuals' time dedicated to supporting and managing the medic units is a direct cost of EMS. ECF billed the JPA for these things before the JPA switched to fixed-rate contracts, but did not allocate these costs to the JPA fund in FY 2018/2019 because ECF believed it was unnecessary. Key considerations in adopting the fixed-rate contracts included streamlining the billing process and creating a strong incentive for transporting agencies to reduce EMS costs. If the County is now pushing the JPA to abandon fixed-rate contracts, ECF will resume accounting for the full cost of EMS which, if implemented in FY 2018/2019, would have resulted in a much smaller surplus.

ECF takes fiscal responsibility and proper accounting very seriously. ECF segregates JPA funding from its other accounts. ECF also has a track record of clean audits. Each fiscal year, ECF undergoes multiple audits by its independent auditor, the County Auditor-Controller, and auditors selected by the El Dorado County Professional Firefighters Association, Local 3556, IAFF. ECF has not received any material audit findings in the last several years.

ECF continues to believe the JPA's fixed-rate contracts are a valuable cost containment tool for the taxpayers of El Dorado County. It creates an incentive for transporting agencies to deliver services efficiently. ECF was surprised that you seemingly encouraged the JPA to breach its existing fixed-rate contracts with its JPA members. Please contact me if you wish to discuss this further,

Sincerely,

Lloyd Ogan, Fire Chief
El Dorado County Fire Protection District

-MORE-

MURPHY, CAMPBELL, ALLISTON & QUINN

A PROFESSIONAL LAW CORPORATION

LEGAL MEMORANDUM

TO: EDCESA BOARD
FROM: DOUGLAS ALLISTON
SUBJECT: COUNTY'S RIGHT TO AUDIT JPA MEMBERS UNDER CONTRACT
DATE: 9/3/2019

ISSUES PRESENTED

The Chief Administrative Officer (CAO) of El Dorado County has asked EDCESA for an accounting of each transporting district's ambulance service expenditures by September 30, 2019, as well as a plan by EDCESA to recover any County Service Area No. 7 ("CSA 7") funds that were not spent for ambulance transport services. The request is stated to be based on the observation that some member districts that bank with the County have accumulated funds in their ambulance accounts.

SUMMARY OF ANALYSIS

The request by the CAO exceeds the rights granted by the County's contract with EDCESA. The CAO has cited no contractual or statutory authority for having EDCESA conduct audits or recover funds from member districts. Also, no authority is cited for the proposition that ambulance service funds, once received by member districts, must be kept segregated from other funding. Finally, the observation that ambulance accounts of some member districts still contain funds at the end of the fiscal year is not evidence that CSA 7 funds are being used to subsidize other district operations. If anything, accumulation of funds in ambulance accounts may suggest that other sources of revenue are being used to subsidize ambulance operations.

RECOMMENDATION: Ask the CAO for a further explanation of the authority for his request.

ANALYSIS

Factual Background

In an August 23, 2019 letter to EDCESA, the CAO of the County of El Dorado County raised concerns about whether CSA 7 funding is being used exclusively for ambulance transport services based on its knowledge that some JPA members' ambulance accounts were not entirely expended at the end of the fiscal year. According to the letter, the County is concerned that EDCESA is not employing sufficient safeguards to ensure that CSA 7 funding is not being commingled with other funds and used to subsidize other district operations. Consequently, the CAO requested, pursuant to Section 2.3.5 of the Contract between the County and EDCESA, a full accounting of each transporting district's ambulance service expenditures no later than September 30, 2019. The

CAO also wants EDCESA to have a “plan to recover unspent funds and/or funds expended for operations other than ambulance transport services from FY 2018-19 and to ensure that all CSA 7 funding received by the JPA will be appropriately segregated from its member agencies’ non-transport operations in the future.”

The Master Contract between EDCESA and the County of El Dorado provides in section 2.3.5:

2.3.5 Financial Statement and Reports: The County may require that the Contractor submit an income statement or financial statement for any Agreement year during the term of the Agreement. The income and financial statements shall be in compliance with California Government Code section 6505 and in a format acceptable to the County and shall be certified by a Certified Public Accountant that has direct responsibility for financial aspects of Contractor's operations under the County contract. It is understood that the County may conduct audits to verify these statements and make them available to other parties as deemed appropriate.

Contractor shall also comply with such other miscellaneous reporting requirements as may be specified by the County, provided that these additional reporting requirements shall not be unreasonable or excessively cumbersome to Contractor.

In addition, Section 2.3.7 of the Contract provides for the County to conduct or obtain an annual audit of the Contractor, and Section 2.9 gives notice of the State Auditor's right to audit for up to three years after payment, pursuant to Government Code section 8546.7. All these provisions are consistent in requiring an audit of the Contractor, identified in the contract as EDCESA. These provisions do not refer to any audit of JPA members, except to the extent that a report of such audits might fit within the “miscellaneous reporting requirements” referred to in the second paragraph of section 2.3.5.

The County specifies the form of the contract for the member districts in Appendix E to the County-EDCESA Contract. Nowhere does the contract specified by the County state that a member district must allow an audit of its books by the JPA or by the County. Thus, the Contract does not appear to give the County the right to make the demands made in the August 23, 2019 letter. That does not mean, however, that statutes do not give the County such rights.

I note that the JPA's Financial Transaction Reporting and Accountability Policy, last revised on January 29, 2018, concludes with the following statement in Section I: “JPA Staff and its contracting fire agencies shall aid the County of El Dorado with its annual audit of the JPA and provide all legally allowed and applicable financial data requested.” This language also does not commit EDCESA to audit member districts.

Statutes

Government Code section 6505, referred to in Section 2.3.5 of the Contract, is a general requirement that the JPA agreement provide for strict accountability of all funds and report of all receipts and disbursements, and that there be an audit every year or two years. It does not empower the County to audit EDCESA's subcontractors.

Government Code section 8546.1, referred to in Section 2.9 of the Contract, provides for the California State Auditor to audit state agencies and any local governmental agency, including any city, county, and school or special district, or any publicly created entity. It does not empower the County to conduct audits.

CSA No. 7 operates pursuant to a chapter in the Government Code beginning at section 25201. Section 25214 provides in relevant part that a "county service area shall be deemed to be a 'special district whose affairs and finances are under the supervision and control of the [county board of supervisors]' within the meaning of Section 29002.... The board shall provide for regular audits of the county service area's accounts and records pursuant to Section 26909.... The board shall provide for the annual financial reports to the Controller pursuant to Article 9 (commencing with Section 53890) of Chapter 4 of Part 1 of Division 2 of Title 5." Apart from the Contract, this statute would allow an audit of the books for CSA No. 7. However, there is nothing in these statutes that would make the JPA responsible for such an audit.

Government Code section 26909 provides for the county auditor to make or hire a CPA or public accountant to make an annual audit of the accounts and records of every special district within the county for which an audit by a certified public accountant or public accountant is not otherwise provided. This indicates that the County could audit the member districts annually if they do not have their own audits performed. However, this statute does not require a JPA to audit its members at the request of the County.

The CAO states that accumulation of funds in a district's ambulance account may indicate that ambulance funds may have been used to subsidize other operations. If that were true, the ambulance account would more likely be overdrawn than showing a positive balance. One possibility is that districts are subsidizing ambulance operations with other funding. The implied requirement that all ambulance funds be expended seems to prohibit keeping any kind of prudent reserve in case of unforeseen expenses. The CAO may want to clarify the applicable standards before accusing the JPA or its members of misconduct.



**El Dorado County
Emergency Services Authority**

480 Locust Road
Diamond Springs, CA 95619
Tel (530) 642-0622 Fax (530) 642-0628
www.edcjsa.org

September 11, 2019

JPA Transporting Fire Districts
Attn: Fire Chiefs

Re: FY 18-19 Financial Statements

Dear Chiefs:

On August 23, 2019 the JPA received a letter from Don Ashton, El Dorado County Chief Administrative Officer, outlining the County's concerns regarding the JPA not employing sufficient safeguards to ensure that the CSA7 ambulance contract funding being disbursed to its transporting districts, is not comingled with other funds and used to subsidize other district operations. Additionally, the letter requested that the JPA provide a full accounting of each transporting district's ambulance service expenditures for FY 18-19.

While the JPA Board has yet to reach an agreement on whether unspent funds should remain at the district level or at the JPA level, I am requesting that all transporting districts voluntarily return their unspent funds to the JPA, on an annual basis. These funds will be held in a separate reserve account and only utilized with the approval of the JPA Board of Directors. This will allow the JPA Board of Directors to make financial system-wide decisions regarding these funds versus the JPA or a transporting district having to request funding from an individual district, should it be needed.

It has always been the practice of the JPA to work in partnership with the County, therefore I am requesting that each transporting district provide Sherrie Kelley with their final FY 18-19 financial statements, with line item accounting of how the ambulance funds were spent, no later than September 20, 2019. Additionally, should the district not be willing to return the unspent funds, please provide a written explanation as to how the district will ensure that unspent funds will not be comingled or spent on operations, other than ambulance transport services.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Lindgren". The signature is stylized and written over a white background.

Unit Chief Scott Lindgren
JPA Board Chair



**El Dorado County
Emergency Services Authority**

**ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT
BETWEEN
EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY
AND
EL DORADO COUNTY 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 El Dorado County Fire Protection District (hereinafter referred to as "Contractor"), whose principal place of business is 4040 Carson Road, Camino, CA 95709.

RECITALS

1. WHEREAS, the JPA is responsible for providing Advanced Life Support [ALS] pre-hospital medical care within its jurisdiction, in compliance with the Contract for Pre-hospital Advanced Life Support and Dispatch Services with the County of El Dorado [Master Contract]; and
2. WHEREAS, Contractor desires to provide ALS ambulance services in El Dorado County, be it for an emergency, at a special event, or routine medical transportation; and
3. 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
4. WHEREAS, the JPA and the Contractor agree that it is necessary to clearly define all expectations and regulations regarding the provision of Standby and Special Event Services in the current Contractor Contract; and
5. WHEREAS, this Agreement is developed in compliance with the Master Contract with the County of El Dorado; and
6. 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; the Contract for Pre-hospital 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

7. 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
8. 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
9. 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
10. WHEREAS, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 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; the Genetic Information Nondiscrimination Act (the GINA).
11. Definitions contained in the Master Contract are herein incorporated into this Agreement by reference.

SCOPE OF SERVICES

12. 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.
13. Contractor shall provide and operate four (4) pre-hospital ALS ambulances as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.
14. 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, 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.
15. This Agreement is for pre-hospital ALS ambulance services provided in the primary response area of El Dorado County known as CSA No. 7. Contractor shall be responsible for providing pre-hospital ALS ambulance services for all requests for ALS service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.
 16. Contractor shall ensure that personnel shall be familiar with local geography throughout the primary response area.

SERVICE STANDARDS

17. Contractor shall respond to requests for emergency medical services from the designated dispatch center. If an ALS unit responds to an emergency medical service without authorization from the designated dispatch center the ALS unit shall notify the dispatch center immediately of such response.
18. Contractor shall immediately respond to requests for emergency medical service to the address or place given unless diverted by the designated dispatch center.
19. Contractor shall promptly respond an ALS ambulance to the emergency call unless diverted by the designated dispatch center pursuant to the JPA's System Status Management Plan.
20. Paramedic[s] shall notify the designated dispatch center when in route to, upon arrival at scene, upon departure from the scene, upon arrival at hospital, and upon departure from hospital. Ambulances shall notify the designated dispatch center when they are committed to a call, out of service, or when any other status change occurs.
21. Paramedic[s] shall notify the base hospital and give a report on patient status, treatment given, and shall communicate current and ongoing patient assessments to the Base Hospital and collaborate with Base Hospital in the provision of care and follow physician or MICN direction as instructed.
22. If contact with the base Hospital is not obtainable, the Paramedic[s] shall operate under El Dorado County Treatment Protocols.

23. In the event that Contractor is unable to respond to a request for an ambulance, the Contractor shall immediately notify the designated dispatch center.
24. Contractor shall not advertise itself or the responding 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.
25. Contractor shall meet the response time criteria as established in the Master Contract. Falling below the 90% arrival time in a given month for Urban, Semi-Rural, Rural or Wilderness will result in fines being levied by the County as outlined in Section 2.1.12 (g) (i) of the Master Contract.
26. Contractor shall implement said ALS services as a part of the JPA's response system within the Primary Response Area and adhere to a System Status Management Plan developed by the JPA at all times during the term of this Agreement.
27. The Contractor 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.

Standby and Special Event Coverage

A. 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.

B. 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.

DESIGNATIONS

28. The designated base hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798 through and including Section 1798.105. The designated base hospital for County Service Area No. 7 is Marshall Hospital.
29. The designated dispatch center for County Service Area No. 7 is Cal Fire, identified as Camino on the radio and currently located at Mount Danaher. Contractor shall respond to requests for pre-hospital ALS services from the designated dispatch center.

PERSONNEL

30. Contractor shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Contractor shall ensure that EMT 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.
 - A. Contractor 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, Contractor shall provide a copy of such records of certification and/or accreditation to the JPA.
 - B. Contractor shall ensure that all personnel will not use intoxicating substances while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.
 - C. In compliance with federal law, the JPA and its Contractors shall maintain a drug free workplace, including legalized marijuana.
31. Contractor shall maintain a minimum ambulance staffing level of not less than one (1) EMT and one (1) Paramedic.
32. In the case of a Critical Care Transport (CCT), each CCT ambulance shall be staffed with a minimum of one EMT and 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.

33. Contractor 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.
34. The maximum unit hour utilization (UHU) for 24-hour ambulance transport unit crews shall not exceed 0.40 continuously without County approval. County shall review the JPA's System Status Management Plan any time the ratio of transports to unit-hour production exceeds 0.40 UHU.
35. 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.
36. Contractor shall conduct annual written performance evaluations on each employee with regard to their medical duties and performance.
37. Contractor shall participate in the Department of Motor Vehicle Pull Notice program for regular updates of employees' driver's license status.
38. Contractor shall comply with all applicable JPA policies, operating procedures, and standards.
39. The Contractor will negotiate individually with recognized employee organizations for wage and fringe benefits as well as working conditions.

EQUAL OPPORTUNITY EMPLOYER

40. 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 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, 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. 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.

TRAINING & EDUCATION

41. 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 to the County EMS Agency specific records upon written request, through the JPA.

42. 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.
43. Contractor 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 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.
 - 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.
44. 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.
45. The Contractor agrees that paramedics shall receive training and maintain their certifications in Advanced Cardiac Life Support (ACLS)* and Pediatric Advanced Life Support (PALS)* or Pediatric Education for Pre-hospital Professionals (PEPP) or a comparable advanced pediatric life support course approved by the EMSA MD.
 - * Per American Heart Association Guidelines.
46. The Contractor agrees that paramedics shall receive training and maintain their accreditation in the El Dorado County local paramedic renewal program as required annually by the Emergency Medical Services Medical Director. Such training shall not exceed four (4) hours unless approved by the JPA System Status Management Committee prior to the implementation of any proposed training.
47. In Addition to being either a paramedic or EMT, Contractor agrees that employees staffing an ambulance shall at minimum meet the requirements of the State Fire Marshal's Office as a Firefighter 1. 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 Firefighter1.

QUALITY ASSURANCE

48. Contractor shall have and maintain a comprehensive internal medical and operational quality assurance policy that is approved by the JPA and County EMSA. This program shall, at a minimum, monitor and evaluate the pre-hospital

Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by the JPA.

49. 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 or as mutually agreed upon between the Contractor and the JPA
50. 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.
51. 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 for purposes of JPA contract compliance and medical quality assurance.
52. 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.

MUTUAL AID, MASS CASUALTY & DISASTER

53. 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.
54. 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.
55. 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.

AMBULANCE SUPPLIES & EQUIPMENT

56. 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.

57. 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.
58. 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.
59. 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.
60. 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.
61. 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.
62. Contractor shall not take ownership of the ambulance and all related equipment.
63. The JPA shall provide ambulances and all other pertinent equipment needed to function as an Advance Life Support Unit.

REPORTS & POLICIES

64. 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.
65. 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.
 - A. 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.

- B. 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.
- C. 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) PCR may be filled out by the first responder paramedic and utilized as the only PCR for that patient; or, b) the first responder paramedic completes a first responder PCR, and the ambulance paramedic completes a separate PCR. The ambulance PCR may refer to the first responder PCR by writing "See First Responder PCR" where appropriate. Where the first responder report is not complete prior to the ambulance leaving the scene, and any portion of the incomplete PCR is passed on to the transporting unit, it shall not be considered an official document.
66. 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. Failure to do so the JPA will fine Contractor two hundred and fifty (\$250) dollars.
- A. 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 shall fine Contractor an additional one thousand (\$1,000) dollars.
67. Contractor shall furnish 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.
68. 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 faxed to the JPA by the next business day.
69. 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.

70. 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 before the 7th day of the next month.
71. 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.
72. 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.
73. 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.

74. Contractor shall comply with all applicable JPA policies, operating procedures, and standards.
75. Contractor shall maintain an equipment inventory list and conduct an annual inventory of all fixed assets of JPA and/or CSA-7. The list shall be submitted to the JPA annually and certified by the Contractor that it is accurate.

COMPETITION

76. 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

BILLING FOR SERVICES

77. 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.

COMPENSATION

78. Compensation shall be the JPA Board approved budget amounts as outlined in Appendix B.
79. 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.
80. 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.
81. 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.
82. Contractor shall not be responsible for claims to 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.
83. 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.
84. The JPA shall provide the funding for ambulance attendants' professional liability coverage for operations involving ambulance medical services, and for collision and comprehensive coverage for equipment of and on the ambulance.

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

CHANGES

86. 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.
- A. This Agreement may be terminated by either party, upon receipt of written notice, with at least a 90-calendar day advance notice.
 - B. 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.

INDEPENDENT PROVIDER

87. 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.
- A. 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.
 - B. 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.

NON-DISCRIMINATION, BENEFITS, & FACILITIES

88. 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.

89. 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.

INDEMNITY

90. 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.

91. 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.

INSURANCE

92. 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.
- A. 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.
 - B. Commercial General Liability Insurance of not less than \$6,000,000 combined single limit per occurrence for bodily injury and property damage.
 - C. Automobile Liability Insurance of not less than \$6,000,000 on the ambulances.
 - D. Professional liability for JPA funded employees is required with a limit of liability of not less than \$6,000,000 per occurrence.
 - E. 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.
93. 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.

- A. 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.
94. 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.
- A. Any deductibles or self-insured retentions must be declared to and approved by the JPA, either:
1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the JPA, its officers, officials, employees, and volunteers; or
 2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
95. 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.
96. 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.
97. The Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
98. 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.
- Certificate of insurance shall meet such additional standards as may be determined by the JPA.

INTEREST OF PUBLIC OFFICIAL

99. 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.

INTEREST OF CONTRACTOR

100. 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.

VENUE

101. 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.

ADMINISTRATION

102. 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: Sherrie Kelley

Contractor
4040 Carson Road
Camino, CA 95709
530-644-9630
Attn: Fire Chief

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

DISPUTES

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

STATUS

105. 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.
106. Pursuant to this agreement, it is acknowledged and agreed that the JPA and Contractor both are legally separate entities. No other special relationship will arise from this agreement except as so stated.

FORCE MAJEURE

107. 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.
108. 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.
109. 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.
110. 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.
111. 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.
112. 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.
113. 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.
114. 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.
115. This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions herein. This Agreement will be reviewed before March 1st of each year.
116. 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.

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

America Kelley
For the JPA

Date May 30, 2018

Michelle Hardy
For the Contractor

Date May 30, 2018

Appendix A

HIPAA Business Associate Agreement

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY
AND
EL DORADO COUNTY 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 El Dorado County 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") may be made available to the Business Associate for the purposes of carrying out its obligations under the Underlying Agreement; and

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

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

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

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

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

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

Disclosed PHI.

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

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

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

The Business Associate agrees to:

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

disclosures as would be required for the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.

- (2) The JPA agrees to provide to JPA or an Individual, within sixty (60) days, information collected in accordance with this section to permit the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.
 - (3) The Business Associate shall have available for the JPA the information required by this section for the six (6) years preceding the JPA's request for information.
- D. Make available to the JPA, the Business Associate's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the Business Associate's compliance with the Privacy Rule, subject to any applicable legal restrictions.
 - E. Within thirty (30) days of receiving a written request from JPA, make available any and all information necessary for JPA to make an accounting of disclosures of JPA PHI by the Business Associate.
 - F. Within thirty (30) days of receiving a written request from JPA, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the Business Associate's possession constitutes a Designated Record Set.
 - G. Not make any disclosure of PHI that JPA would be prohibited from making.
5. Obligations of JPA.
- A. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any restrictions on the use and disclosure of PHI agreed to by JPA that may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, or this Amendment.
 - B. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, of this Amendment.
 - C. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect the

Business Associate's use of disclosure of PHI.

- D. JPA shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by JPA, except as may be expressly permitted by the Privacy Rule.
- E. JPA will obtain any authorizations necessary for the use or disclosure of PHI, so that the Business Associate can perform its obligations under this Amendment and/or the Underlying Agreement.

6. Terms and Termination.

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

7. Amendment to Indemnity.

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

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

and reasonable assistance, at the Business Associate's expense, for the defense or settlement thereof. The Business Associate's obligation hereunder shall be satisfied when the Business Associate has provided to JPA the appropriate form of dismissal relieving JPA from any liability for the action or claim involved.

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

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

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

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

Appendix B

COMPENSATION FOR SERVICES

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND EL DORADO COUNTY 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 its Contractors 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 in twelve (12) monthly payments of \$95,833.33 per ambulance based on the JPA operating eight (8) ambulances within CSA No.7, less any fines levied by the County as outlined in Section 2.1.12 (g) (i) of the Master Contract.
3. 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 County revenues, either the JPA or the County may request to meet and confer regarding the terms of the Master Contract.



El Dorado County Emergency Services Authority

ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND EL DORADO COUNTY 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 El Dorado County Fire Protection District (hereinafter referred to as "Contractor"), whose principal place of business is 4040 Carson Road, Camino, CA 95709.

RECITALS

1. WHEREAS, the JPA is responsible for providing Advanced Life Support [ALS] pre-hospital medical care within its jurisdiction, in compliance with the Contract for Pre-hospital Advanced Life Support and Dispatch Services with the County of El Dorado [Master Contract]; and
2. WHEREAS, Contractor desires to provide ALS ambulance services in El Dorado County, be it for an emergency, at a special event, or routine medical transportation; and
3. 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
4. WHEREAS, the JPA and the Contractor agree that it is necessary to clearly define all expectations and regulations regarding the provision of Standby and Special Event Services in the current Contractor Contract; and
5. WHEREAS, this Agreement is developed in compliance with the Master Contract with the County of El Dorado; and
6. 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; the Contract for Pre-hospital 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

7. 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
8. 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
9. 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
10. 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; the Genetic Information Nondiscrimination Act (the GINA).
11. Definitions contained in the Master Contract are herein incorporated into this Agreement by reference.

SCOPE OF SERVICES

12. 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.
13. Contractor shall provide and operate 4 pre-hospital ALS ambulance(s) as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.
14. 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, 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.
15. This Agreement is for pre-hospital ALS ambulance services provided in the primary response area of El Dorado County known as CSA No. 7. Contractor shall be responsible for providing pre-hospital ALS ambulance services for all requests for ALS service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.
 16. Contractor shall ensure that personnel shall be familiar with local geography throughout the primary response area.

SERVICE STANDARDS

17. Contractor shall respond to requests for emergency medical services from the designated dispatch center. If an ALS unit responds to an emergency medical service without authorization from the designated dispatch center the ALS unit shall notify the dispatch center immediately of such response.
18. Contractor shall immediately respond to requests for emergency medical service to the address or place given unless diverted by the designated dispatch center.
19. Contractor shall promptly respond an ALS ambulance to the emergency call unless diverted by the designated dispatch center pursuant to the JPA's System Status Management Plan.
20. Paramedic[s] shall notify the designated dispatch center when in route to, upon arrival at scene, upon departure from the scene, upon arrival at hospital, and upon departure from hospital. Ambulances shall notify the designated dispatch center when they are committed to a call, out of service, or when any other status change occurs.
21. Paramedic[s] shall notify the base hospital and give a report on patient status, treatment given, and shall communicate current and ongoing patient assessments to the Base Hospital and collaborate with Base Hospital in the provision of care and follow physician or MICN direction as instructed.
22. If contact with the base Hospital is not obtainable, the Paramedic[s] shall operate under El Dorado County Treatment Protocols.

23. In the event that Contractor is unable to respond to a request for an ambulance, the Contractor shall immediately notify the designated dispatch center.
24. Contractor shall not advertise itself or the responding 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.
25. Contractor shall meet the response time criteria as established in the Master Contract. Falling below the 90% arrival time in a given month for Urban, Semi-Rural, Rural or Wilderness will result in fines being levied by the County as outlined in Section 2.1.12 (g) (i) of the Master Contract.
26. Contractor shall implement said ALS services as a part of the JPA's response system within the Primary Response Area and adhere to a System Status Management Plan developed by the JPA at all times during the term of this Agreement.
27. The Contractor 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.

Standby and Special Event Coverage

A. 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.

B. 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.

DESIGNATIONS

28. The designated base hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798 through and including Section 1798.105. The designated base hospital for County Service Area No. 7 is Marshall Hospital.
29. The designated dispatch center for County Service Area No. 7 is Cal Fire, identified as Camino on the radio and currently located at Mount Danaher. Contractor shall respond to requests for pre-hospital ALS services from the designated dispatch center.

PERSONNEL

30. Contractor shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Contractor shall ensure that EMT 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.
 - A. Contractor 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, Contractor shall provide a copy of such records of certification and/or accreditation to the JPA.
 - B. Contractor shall ensure that all personnel will not use intoxicating substances while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.
 - C. In compliance with federal law, the JPA and its Contractors shall maintain a drug free workplace, including legalized marijuana.
31. Contractor shall maintain a minimum ambulance staffing level of not less than one (1) EMT and one (1) Paramedic.
32. In the case of a Critical Care Transport (CCT), each CCT ambulance shall be staffed with a minimum of one EMT and 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.

33. Contractor 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.
34. The maximum unit hour utilization (UHU) for 24-hour ambulance transport unit crews shall not exceed 0.40 continuously without County approval. County shall review the JPA's System Status Management Plan any time the ratio of transports to unit-hour production exceeds 0.40 UHU.
35. 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.
36. Contractor shall conduct annual written performance evaluations on each employee with regard to their medical duties and performance.
37. Contractor shall participate in the Department of Motor Vehicle Pull Notice program for regular updates of employees' driver's license status.
38. Contractor shall comply with all applicable JPA policies, operating procedures, and standards.
39. The Contractor will negotiate individually with recognized employee organizations for wage and fringe benefits as well as working conditions.

EQUAL OPPORTUNITY EMPLOYER

40. 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 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, 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. 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.

TRAINING & EDUCATION

41. 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 to the County EMS Agency specific records upon written request, through the JPA.

42. 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.
43. Contractor 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 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.
 - 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.
44. 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.
45. The Contractor agrees that paramedics shall receive training and maintain their certifications in Advanced Cardiac Life Support (ACLS)* and Pediatric Advanced Life Support (PALS)* or Pediatric Education for Pre-hospital Professionals (PEPP) or a comparable advanced pediatric life support course approved by the EMSA MD.
 - * Per American Heart Association Guidelines.
46. The Contractor agrees that paramedics shall receive training and maintain their accreditation in the El Dorado County local paramedic renewal program as required annually by the Emergency Medical Services Medical Director. Such training shall not exceed four (4) hours unless approved by the JPA System Status Management Committee prior to the implementation of any proposed training.
47. In Addition to being either a paramedic or EMT, Contractor agrees that employees staffing an ambulance shall at minimum meet the requirements of the State Fire Marshal's Office as a Firefighter 1. 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 Firefighter1.

QUALITY ASSURANCE

48. Contractor shall have and maintain a comprehensive internal medical and operational quality assurance policy that is approved by the JPA and County

EMSA. This program shall, at a minimum, monitor and evaluate the pre-hospital Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by the JPA.

49. 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 or as mutually agreed upon between the Contractor and the JPA
50. 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.
51. 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 for purposes of JPA contract compliance and medical quality assurance.
52. 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.

MUTUAL AID, MASS CASUALTY & DISASTER

53. 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.
54. 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.
55. 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.

AMBULANCE SUPPLIES & EQUIPMENT

56. The JPA will be financially responsible for the following items for the ambulance fleet.
 - A. Communications equipment (i.e., radios, tablets, AVL, Cradlepoint)
 - B. Vehicle maintenance
 - C. Vehicle parts
 - D. Vehicle tires
 - E. Medical supplies
 - F. Airgas equipment rental
 - G. FasTrak equipment and fines
 - H. Fuel
 - I. Insurance for medic units

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

63. Contractor shall not take ownership of the ambulance and all related equipment.
64. The JPA shall provide ambulances and all other pertinent equipment needed to function as an Advance Life Support Unit.

REPORTS & POLICIES

65. 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.
66. 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.
 - A. 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.
 - B. 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.
 - C. 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) PCR may be filled out by the first responder paramedic and utilized as the only PCR for that patient; or, b) the first responder paramedic completes a first responder PCR, and the ambulance paramedic completes a separate PCR. The ambulance PCR may refer to the first responder PCR by writing "See First Responder PCR" where appropriate. Where the first responder report is not complete prior to the ambulance leaving the scene, and any portion of the incomplete PCR is passed on to the transporting unit, it shall not be considered an official document.
67. 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. Failure to do so the JPA will fine Contractor two hundred and fifty (\$250) dollars.

- A. 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 shall fine Contractor an additional one thousand (\$1,000) dollars.
68. Contractor shall furnish 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.
 69. 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 faxed to the JPA by the next business day.
 70. 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.
 71. 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 before the 7th day of the next month.
 72. 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.
 73. 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.
 74. 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.

75. Contractor shall comply with all applicable JPA policies, operating procedures, and standards.
76. Contractor shall maintain an equipment inventory list and conduct an annual inventory of all fixed assets of JPA and/or CSA-7. The list shall be submitted to the JPA annually and certified by the Contractor that it is accurate.

COMPETITION

77. 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

BILLING FOR SERVICES

78. 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.

COMPENSATION

79. Compensation shall be the JPA Board approved budget amounts as outlined in Appendix B.
80. 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.
81. 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.

82. 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.
83. Contractor shall not be responsible for claims to 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.
84. 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.
85. The JPA shall provide the funding for ambulance collision and comprehensive coverage for equipment of and on the ambulance.
86. The JPA shall provide dispatch services for ambulances, as defined in the Master Contract.

CHANGES

87. 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.
 - A. This Agreement may be terminated by either party, upon receipt of written notice, with at least a 90-calendar day advance notice.
 - B. 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.

INDEPENDENT PROVIDER

88. 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.

- A. 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.
- B. 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.

NON-DISCRIMINATION, BENEFITS, & FACILITIES

- 89. 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.
- 90. 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.

INDEMNITY

91. 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.
92. 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.

INSURANCE

93. 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.
- A. 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.
 - B. Commercial General Liability Insurance of not less than \$6,000,000 combined single limit per occurrence for bodily injury and property damage.
 - C. Professional liability for JPA funded employees is required with a limit of liability of not less than \$1,000,000 per occurrence.
 - D. 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.

94. 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.
- A. 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.
95. 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.
- A. Any deductibles or self-insured retentions must be declared to and approved by the JPA, either:
1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the JPA, its officers, officials, employees, and volunteers; or
 2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
96. 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.
97. 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.
98. The Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
99. 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.

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

INTEREST OF PUBLIC OFFICIAL

100. 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.

INTEREST OF CONTRACTOR

101. 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.

VENUE

102. 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.

ADMINISTRATION

103. 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

El Dorado County Fire Protection
District

4040 Carson Road
Camino, CA 95709
530-644-9630
Attn: Fire Chief

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

DISPUTES

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

STATUS

106. 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.
107. Pursuant to this agreement, it is acknowledged and agreed that the JPA and Contractor both are legally separate entities. No other special relationship will arise from this agreement except as so stated.

FORCE MAJEURE

108. 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.
109. 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.
110. 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.
111. 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.
112. 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.
113. 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.
114. 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.

115. 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.

116. This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions herein. This Agreement will be reviewed before March 1st of each year.

117. 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.

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

_____ Date _____
For the JPA

_____ Date _____
For the Contractor

Appendix A

HIPAA Business Associate Agreement

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND EL DORADO COUNTY 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 El Dorado County 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") may be made available to the Business Associate for the purposes of carrying out its obligations under the Underlying Agreement; and

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

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

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

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

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

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

Disclosed PHI.

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

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

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

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

4. PHI Access, Amendment and Disclosure Accounting.

The Business Associate agrees to:

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

disclosures of PHI and information related to such disclosures as would be required for the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.

(2) The JPA agrees to provide to JPA or an Individual, within sixty (60) days, information collected in accordance with this section to permit the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.

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

D. Make available to the JPA, the Business Associate's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining the Business Associate's compliance with the Privacy Rule, subject to any applicable legal restrictions.

E. Within thirty (30) days of receiving a written request from JPA, make available any and all information necessary for JPA to make an accounting of disclosures of JPA PHI by the Business Associate.

F. Within thirty (30) days of receiving a written request from JPA, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the Business Associate's possession constitutes a Designated Record Set.

G. Not make any disclosure of PHI that JPA would be prohibited from making.

5. Obligations of JPA.

A. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any restrictions on the use and disclosure of PHI agreed to by JPA that may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, or this Amendment.

B. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, of this Amendment.

C. JPA agrees that it will make its best effort to promptly notify the

Business Associate in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect the Business Associate's use of disclosure of PHI.

- D. JPA shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by JPA, except as may be expressly permitted by the Privacy Rule.
- E. JPA will obtain any authorizations necessary for the use or disclosure of PHI, so that the Business Associate can perform its obligations under this Amendment and/or the Underlying Agreement.

6. Terms and Termination.

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

7. Amendment to Indemnity.

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

With respect to any action or claim subject to indemnification herein by the Business Associate, the Business Associate shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of JPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Business Associate's indemnification to JPA as set forth herein. The Business Associate's obligation to defend, indemnify and hold harmless

JPA shall be subject to JPA having given the Business Associate written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the Business Associate's expense, for the defense or settlement thereof. The Business Associate's obligation hereunder shall be satisfied when the Business Associate has provided to JPA the appropriate form of dismissal relieving JPA from any liability for the action or claim involved.

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

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

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

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

Appendix B

COMPENSATION FOR SERVICES

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND EL DORADO COUNTY 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 its Contractors 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 in twelve (12) monthly payments of \$95,833.33 per ambulance based on the JPA operating eight (8) ambulances within CSA No. 7, less any fines levied by the County as outlined in Section 2.1.12 (g) (i) of the Master Contract.
3. 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.
4. The Contractor agrees to submit a monthly Revenue vs. Expenditure report to the JPA, which will be reviewed by the JPA Finance Committee and Board of Directors.
5. 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 County revenues, either the JPA or the County may request to meet and confer regarding the terms of the Master Contract.



El Dorado County Emergency Services Authority

ADVANCED LIFE SUPPORT AMBULANCE AGREEMENT BETWEEN EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND EL DORADO COUNTY 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 El Dorado County Fire Protection District (hereinafter referred to as "Contractor"), whose principal place of business is 4040 Carson Road, Camino, CA 95709.

RECITALS

1. WHEREAS, the JPA is responsible for providing Advanced Life Support [ALS] pre-hospital medical care within its jurisdiction, in compliance with the Contract for Pre-hospital Advanced Life Support and Dispatch Services with the County of El Dorado [Master Contract]; and
2. WHEREAS, Contractor desires to provide ALS ambulance services in El Dorado County, be it for an emergency, at a special event, or routine medical transportation; and
3. 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
4. WHEREAS, the JPA and the Contractor agree that it is necessary to clearly define all expectations and regulations regarding the provision of Standby and Special Event Services in the current Contractor Contract; and
5. WHEREAS, this Agreement is developed in compliance with the Master Contract with the County of El Dorado; and
6. 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; the Contract for Pre-hospital 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

7. 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
8. 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
9. 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
10. 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; the Genetic Information Nondiscrimination Act (the GINA).
11. Definitions contained in the Master Contract are herein incorporated into this Agreement by reference.

SCOPE OF SERVICES

12. 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.
13. Contractor shall provide and operate 4 pre-hospital ALS ambulance(s) as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.
14. 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, 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.
15. This Agreement is for pre-hospital ALS ambulance services provided in the primary response area of El Dorado County known as CSA No. 7. Contractor shall be responsible for providing pre-hospital ALS ambulance services for all requests for ALS service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.
 16. Contractor shall ensure that personnel shall be familiar with local geography throughout the primary response area.

SERVICE STANDARDS

17. Contractor shall respond to requests for emergency medical services from the designated dispatch center. If an ALS unit responds to an emergency medical service without authorization from the designated dispatch center the ALS unit shall notify the dispatch center immediately of such response.
18. Contractor shall immediately respond to requests for emergency medical service to the address or place given unless diverted by the designated dispatch center.
19. Contractor shall promptly respond an ALS ambulance to the emergency call unless diverted by the designated dispatch center pursuant to the JPA's System Status Management Plan.
20. Paramedic[s] shall notify the designated dispatch center when in route to, upon arrival at scene, upon departure from the scene, upon arrival at hospital, and upon departure from hospital. Ambulances shall notify the designated dispatch center when they are committed to a call, out of service, or when any other status change occurs.
21. Paramedic[s] shall notify the base hospital and give a report on patient status, treatment given, and shall communicate current and ongoing patient assessments to the Base Hospital and collaborate with Base Hospital in the provision of care and follow physician or MICN direction as instructed.
22. If contact with the base Hospital is not obtainable, the Paramedic[s] shall operate under El Dorado County Treatment Protocols.

23. In the event that Contractor is unable to respond to a request for an ambulance, the Contractor shall immediately notify the designated dispatch center.
24. Contractor shall not advertise itself or the responding 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.
25. Contractor shall meet the response time criteria as established in the Master Contract. Falling below the 90% arrival time in a given month for Urban, Semi-Rural, Rural or Wilderness will result in fines being levied by the County as outlined in Section 2.1.12 (g) (i) of the Master Contract.
26. Contractor shall implement said ALS services as a part of the JPA's response system within the Primary Response Area and adhere to a System Status Management Plan developed by the JPA at all times during the term of this Agreement.
27. The Contractor 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.

Standby and Special Event Coverage

A. 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.

B. 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.

DESIGNATIONS

28. The designated base hospital provides on-line medical control according to the California Health and Safety Code, Division 2.5, Section 1798 through and including Section 1798.105. The designated base hospital for County Service Area No. 7 is Marshall Hospital.
29. The designated dispatch center for County Service Area No. 7 is Cal Fire, identified as Camino on the radio and currently located at Mount Danaher. Contractor shall respond to requests for pre-hospital ALS services from the designated dispatch center.

PERSONNEL

30. Contractor shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Contractor shall ensure that EMT 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.
 - A. Contractor 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, Contractor shall provide a copy of such records of certification and/or accreditation to the JPA.
 - B. Contractor shall ensure that all personnel will not use intoxicating substances while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.
 - C. In compliance with federal law, the JPA and its Contractors shall maintain a drug free workplace, including legalized marijuana.
31. Contractor shall maintain a minimum ambulance staffing level of not less than one (1) EMT and one (1) Paramedic.
32. In the case of a Critical Care Transport (CCT), each CCT ambulance shall be staffed with a minimum of one EMT and 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.

33. Contractor 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.
34. The maximum unit hour utilization (UHU) for 24-hour ambulance transport unit crews shall not exceed 0.40 continuously without County approval. County shall review the JPA's System Status Management Plan any time the ratio of transports to unit-hour production exceeds 0.40 UHU.
35. 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.
36. Contractor shall conduct annual written performance evaluations on each employee with regard to their medical duties and performance.
37. Contractor shall participate in the Department of Motor Vehicle Pull Notice program for regular updates of employees' driver's license status.
38. Contractor shall comply with all applicable JPA policies, operating procedures, and standards.
39. The Contractor will negotiate individually with recognized employee organizations for wage and fringe benefits as well as working conditions.

EQUAL OPPORTUNITY EMPLOYER

40. 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 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, 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. 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.

TRAINING & EDUCATION

41. 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 to the County EMS Agency specific records upon written request, through the JPA.

42. 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.
43. Contractor 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 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.
 - 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.
44. 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.
45. The Contractor agrees that paramedics shall receive training and maintain their certifications in Advanced Cardiac Life Support (ACLS)* and Pediatric Advanced Life Support (PALS)* or Pediatric Education for Pre-hospital Professionals (PEPP) or a comparable advanced pediatric life support course approved by the EMSA MD.
 - * Per American Heart Association Guidelines.
46. The Contractor agrees that paramedics shall receive training and maintain their accreditation in the El Dorado County local paramedic renewal program as required annually by the Emergency Medical Services Medical Director. Such training shall not exceed four (4) hours unless approved by the JPA System Status Management Committee prior to the implementation of any proposed training.
47. In Addition to being either a paramedic or EMT, Contractor agrees that employees staffing an ambulance shall at minimum meet the requirements of the State Fire Marshal's Office as a Firefighter 1. 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 Firefighter1.

QUALITY ASSURANCE

48. Contractor shall have and maintain a comprehensive internal medical and operational quality assurance policy that is approved by the JPA and County

EMSA. This program shall, at a minimum, monitor and evaluate the pre-hospital Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by the JPA.

49. 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 or as mutually agreed upon between the Contractor and the JPA
50. 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.
51. 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 for purposes of JPA contract compliance and medical quality assurance.
52. 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.

MUTUAL AID, MASS CASUALTY & DISASTER

53. 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.
54. 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.
55. 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.

AMBULANCE SUPPLIES & EQUIPMENT

56. The JPA will be financially responsible for the following items for the ambulance fleet.
 - A. Communications equipment (i.e., radios, tablets, AVL, Cradlepoint)
 - B. Vehicle maintenance
 - C. Vehicle parts
 - D. Vehicle tires
 - E. Medical supplies
 - F. Airgas equipment rental
 - G. FasTrak equipment and fines
 - H. Fuel
 - I. Insurance for medic units
57. 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.
58. 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.
59. 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.
60. 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.
61. 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.
62. 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.

63. Contractor shall not take ownership of the ambulance and all related equipment.
64. The JPA shall provide ambulances and all other pertinent equipment needed to function as an Advance Life Support Unit.

REPORTS & POLICIES

65. 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.
66. Contractor personnel shall utilize the El Dorado County "Pre-hospital Care Report" (PCR) (in electronic digital and/or paper form) for all emergency and non-emergency responses including non-transport.
 - A. 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.
 - B. 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.
 - C. 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) PCR may be filled out by the first responder paramedic and utilized as the only PCR for that patient; or, b) the first responder paramedic completes a first responder PCR, and the ambulance paramedic completes a separate PCR. The ambulance PCR may refer to the first responder PCR by writing "See First Responder PCR" where appropriate. Where the first responder report is not complete prior to the ambulance leaving the scene, and any portion of the incomplete PCR is passed on to the transporting unit, it shall not be considered an official document.
67. 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. Failure to do so the JPA will fine Contractor two hundred and fifty (\$250) dollars.

- A. 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 shall fine Contractor an additional one thousand (\$1,000) dollars.
68. Contractor shall furnish 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.
 69. 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 faxed to the JPA by the next business day.
 70. 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.
 71. 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 before the 7th day of the next month.
 72. 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.
 73. 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.
 74. 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.

75. Contractor shall comply with all applicable JPA policies, operating procedures, and standards.
76. Contractor shall maintain an equipment inventory list and conduct an annual inventory of all fixed assets of JPA and/or CSA-7. The list shall be submitted to the JPA annually and certified by the Contractor that it is accurate.

COMPETITION

77. 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

BILLING FOR SERVICES

78. 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.

COMPENSATION

79. Compensation shall be the JPA Board approved budget amounts as outlined in Appendix B.
80. 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.
81. 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.

82. 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.
83. Contractor shall not be responsible for claims to 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.
84. 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.
85. The JPA shall provide the funding for ambulance collision and comprehensive coverage for equipment of and on the ambulance.
86. The JPA shall provide dispatch services for ambulances, as defined in the Master Contract.

CHANGES

87. 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.
 - A. This Agreement may be terminated by either party, upon receipt of written notice, with at least a 90-calendar day advance notice.
 - B. 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.

INDEPENDENT PROVIDER

88. 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.

- A. 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.
- B. 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.

NON-DISCRIMINATION, BENEFITS, & FACILITIES

- 89. 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.
- 90. 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.

INDEMNITY

91. 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.
92. 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.

INSURANCE

93. 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.
- A. 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.
 - B. Commercial General Liability Insurance of not less than \$6,000,000 combined single limit per occurrence for bodily injury and property damage.
 - C. Professional liability for JPA funded employees is required with a limit of liability of not less than \$1,000,000 per occurrence.
 - D. 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.

94. 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.
- A. 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.
95. 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.
- A. Any deductibles or self-insured retentions must be declared to and approved by the JPA, either:
1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the JPA, its officers, officials, employees, and volunteers; or
 2. Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
96. 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.
97. 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.
98. The Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
99. 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.

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

INTEREST OF PUBLIC OFFICIAL

100. 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.

INTEREST OF CONTRACTOR

101. 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.

VENUE

102. 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.

ADMINISTRATION

103. 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

El Dorado County Fire Protection District

4040 Carson Road
Camino, CA 95709
530-644-9630
Attn: Fire Chief

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

DISPUTES

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

STATUS

106. 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.
107. Pursuant to this agreement, it is acknowledged and agreed that the JPA and Contractor both are legally separate entities. No other special relationship will arise from this agreement except as so stated.

FORCE MAJEURE

108. 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.
109. 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.
110. 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.
111. 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.
112. 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.
113. 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.
114. 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.

115. 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.

116. This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions herein. This Agreement will be reviewed before March 1st of each year.

117. 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.

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

_____ Date _____
For the JPA

_____ Date _____
For the Contractor

Appendix A

HIPAA Business Associate Agreement

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND EL DORADO COUNTY 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 El Dorado County 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") may be made available to the Business Associate for the purposes of carrying out its obligations under the Underlying Agreement; and

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

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

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

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

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

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

Disclosed PHI.

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

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

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

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

4. PHI Access, Amendment and Disclosure Accounting.

The Business Associate agrees to:

- A. Provide access, at the request of JPA, within five (5) days, to PHI in a Designated Record Set, to the JPA, or to an Individual as directed by the JPA.
- B. To make any amendment(s) to PHI in a Designated Record Set that the JPA directs or agrees to at the request of JPA or an Individual within sixty (60) days of the request of JPA.
- C. To assist the JPA in meeting its disclosure accounting under HIPAA:

- (1) The Business Associate agrees to document such

disclosures of PHI and information related to such disclosures as would be required for the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.

- (2) The JPA agrees to provide to JPA or an Individual, within sixty (60) days, information collected in accordance with this section to permit the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.
- (3) The Business Associate shall have available for the JPA the information required by this section for the six (6) years preceding the JPA's request for information.

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

5. Obligations of JPA.

- A. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any restrictions on the use and disclosure of PHI agreed to by JPA that may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, or this Amendment.
- B. JPA agrees that it will make its best effort to promptly notify the Business Associate in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect the Business Associate's ability to perform its obligations under the Underlying Agreement, of this Amendment.
- C. JPA agrees that it will make its best effort to promptly notify the

Business Associate in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect the Business Associate's use of disclosure of PHI.

- D. JPA shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by JPA, except as may be expressly permitted by the Privacy Rule.
- E. JPA will obtain any authorizations necessary for the use or disclosure of PHI, so that the Business Associate can perform its obligations under this Amendment and/or the Underlying Agreement.

6. Terms and Termination.

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

7. Amendment to Indemnity.

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

With respect to any action or claim subject to indemnification herein by the Business Associate, the Business Associate shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of JPA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the Business Associate's indemnification to JPA as set forth herein. The Business Associate's obligation to defend, indemnify and hold harmless

JPA shall be subject to JPA having given the Business Associate written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at the Business Associate's expense, for the defense or settlement thereof. The Business Associate's obligation hereunder shall be satisfied when the Business Associate has provided to JPA the appropriate form of dismissal relieving JPA from any liability for the action or claim involved.

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

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

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

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

Appendix B

COMPENSATION FOR SERVICES

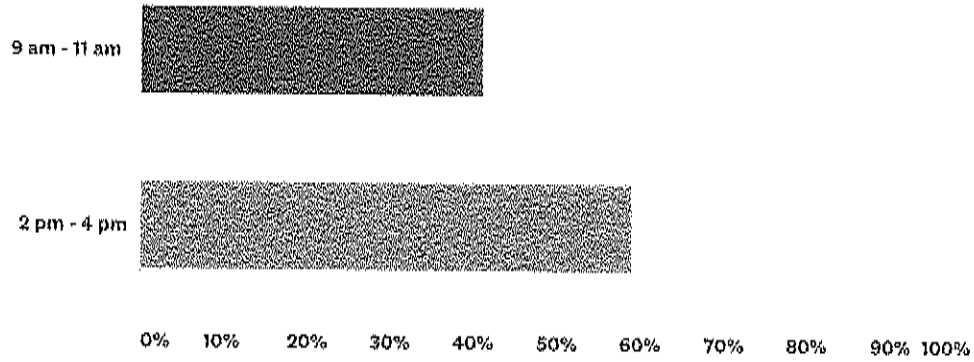
EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY AND EL DORADO COUNTY FIRE PROTECTION DISTRICT

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 its Contractors 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 in twelve (12) monthly payments of \$95,833.33 per ambulance based on the JPA operating eight (8) ambulances within CSA No. 7, less any fines levied by the County as outlined in Section 2.1.12 (g) (i) of the Master Contract.
3. 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.
4. The Contractor agrees to submit a monthly Revenue vs. Expenditure report to the JPA, which will be reviewed by the JPA Finance Committee and Board of Directors.
5. 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 County revenues, either the JPA or the County may request to meet and confer regarding the terms of the Master Contract.

Community Feedback Survey

Q1 Given a choice, would you prefer the following time options for meetings:

Answered: 22 Skipped: 0



ANSWER CHOICES

9 am - 11 am

2 pm - 4 pm

TOTAL

RESPONSES

40.91%

59.09%

9

13

22



Resource Activity Report 8/1/2019 to 8/31/2019

Friday, September 13, 2019

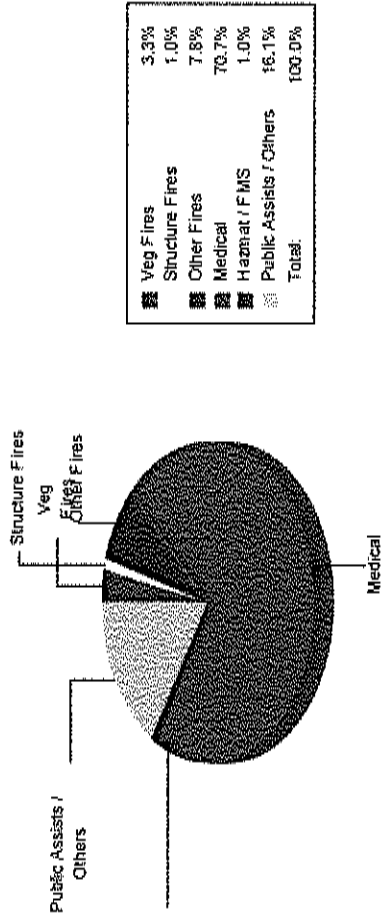
	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assistants / Others	Total
E17	7	1	8	82	1	7	106
E19	3	2	11	37	0	14	67
E21	6	2	11	73	0	45	137
E25	9	3	16	232	5	20	285
E272	2	1	2	22	0	3	30
E28	7	3	11	64	1	22	108
E328	0	0	0	1	0	0	1
E72	1	2	1	15	0	2	21
Total	23	7	54	491	7	112	694



Resource Activity Report 8/1/2019 to 8/31/2019

Friday, September 13, 2019

Number of Incidents / Incident Type



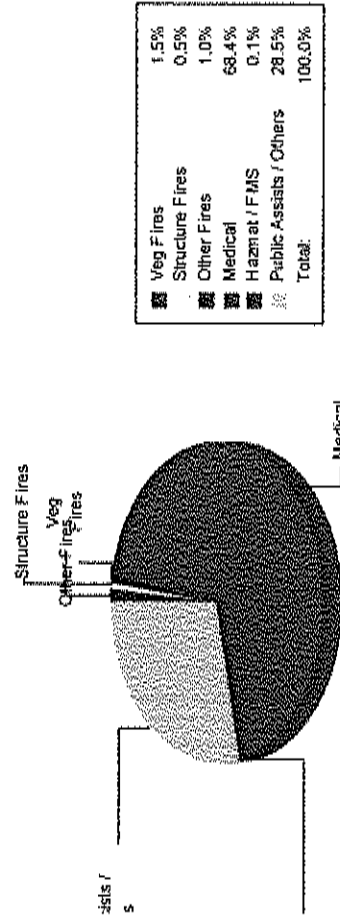


Resource Activity Report 8/1/2019 to 8/31/2019

Friday, September 13, 2019

	Veg Fires	Structure Fires	Other Fires	Medical	Hazmat / FMS	Public Assists / Others	Total
M17	3	0	2	147	0	102	254
M19	5	2	3	130	0	118	258
M25	3	1	0	279	0	47	330
M28	3	1	7	153	0	92	256
M49	4	0	3	215	0	42	264
M61	8	1	1	115	2	67	194
M89	3	3	2	205	0	36	249
Total	26	8	17	1,162	2	485	1,700

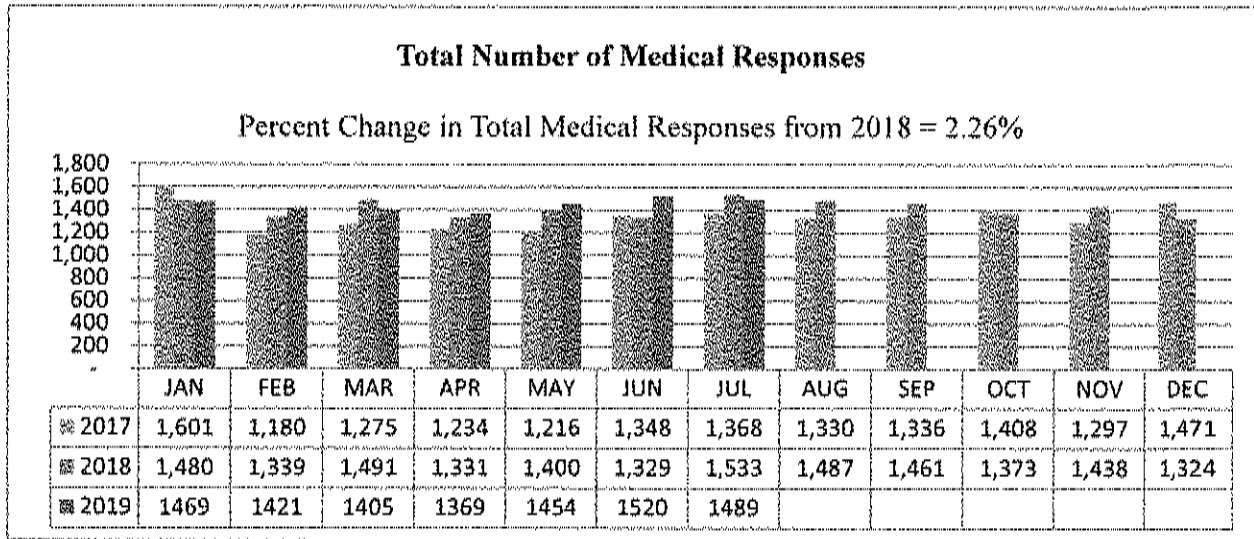
Number of Incidents / Incident Type



July 2019 Incident Summary Report

Item 7.1.1

Total Number of Ambulance Responses to Date 2019 15,143
 Total Number of Medical Responses to Date 2019 10,127

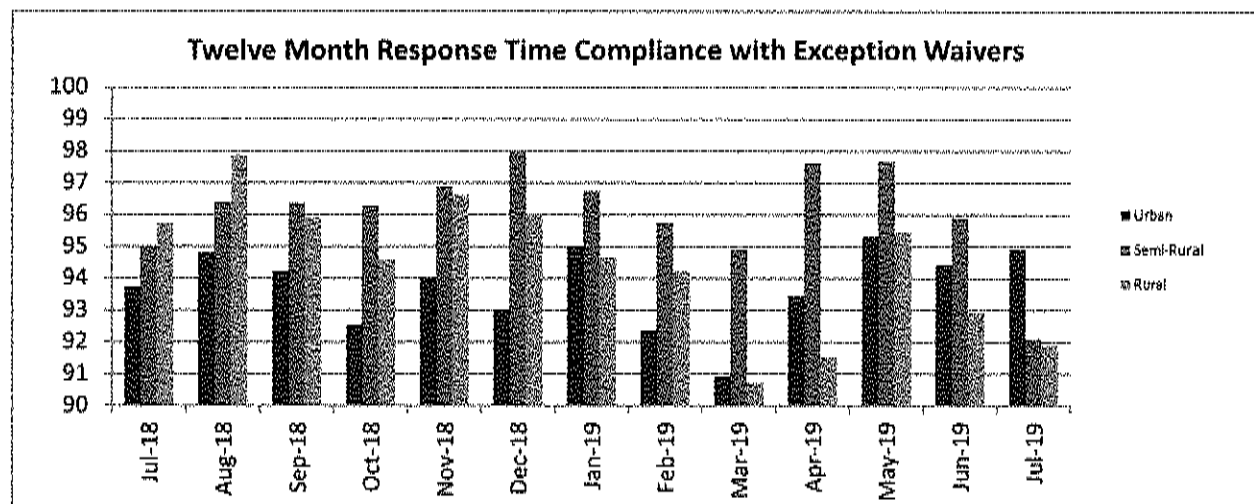


Exception Reports by Response Area

	Generated	Submitted to EMSA	Waiver
Urban	14	9	1
Semi-Rural	39	35	5
Rural	12	10	0
Wilderness	0	0	0

Response Times

	Before Exception Waivers	With Exception Waivers
Urban	94.53%	94.92%
Semi-Rural	90.93%	92.09%
Rural	91.89%	91.89%
Wilderness	100.00%	100.00%



July 2019 Incident Summary Report

Exception Reports by Area and Reason

Total Number of Ambulance Responses to Date 2018 65

North	July	June	May
51 Garden Valley	4	1	
52 Kelsey		2	1
53 Greenwood		1	1
61 Georgetown	4	2	3
63 Volcanoville			
64 Greenwood	1		
65 Quintette		1	
72 Cool	5	6	4
73 Pilot Hill	1	2	1
74 Coloma	7		6
TOTAL	22	15	16

Core	July	June	May
25 Placerville	3	4	5
26 Placerville			
27 Gold Hill		1	
28 Shingle Springs	2	2	
44 Logtown	1		1
46 El Dorado	2	1	
48 Diamond			
49 Diamond			
75 Mosquito		1	1
TOTAL	8	9	7

East	July	June	May
17 Pollock	1	5	1
18 Sierra Springs	2	4	1
21 Camino	3	1	2
26 Placerville			
TOTAL	6	10	4

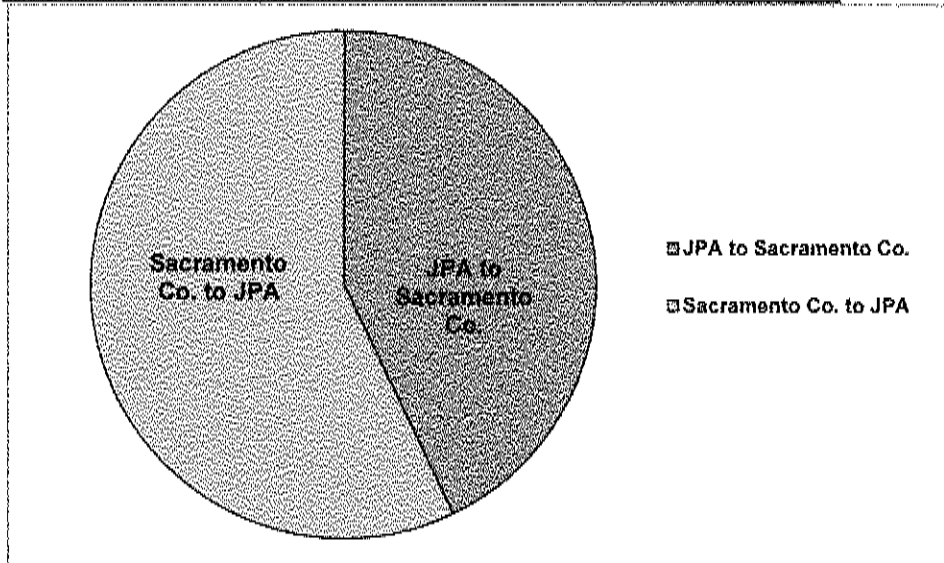
West	July	June	May
47 Sleepy Hollow			
81 Rescue	7		2
83 Rescue		1	
84 EDH	3	5	1
85 EDH	5	4	1
86 EDH	2		3
88 Cameron Park	3	2	2
89 Cameron Park	1	2	1
91 Latrobe			
TOTAL	21	14	10

South	July	June	May
19 Pleasant Valley	3	2	1
23 Pleasant Valley	2		1
32 Somerset	1	1	
35 Grizzly Flat			
37 Ormo Ranch	1		
38 Fairplay	1		
38 Mt. Aukum		2	1
TOTAL	8	5	3

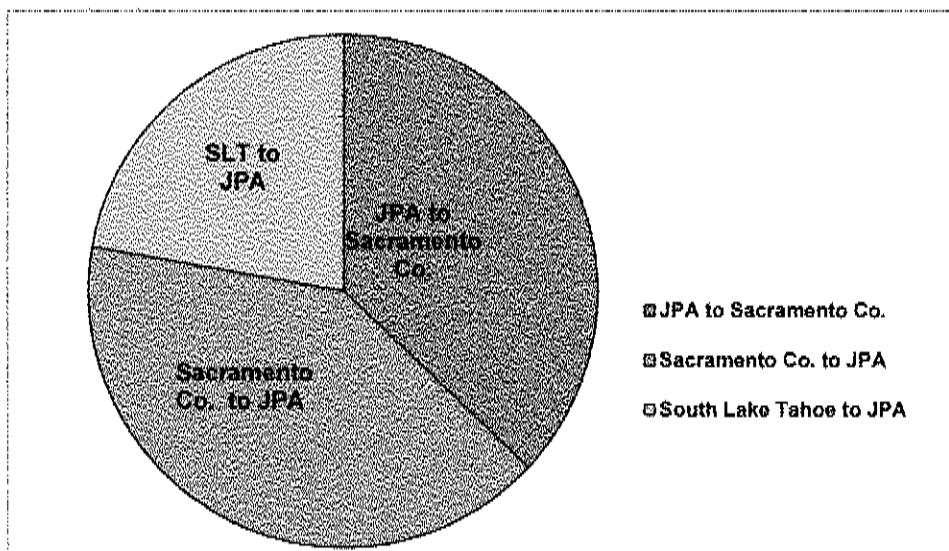
Reason for Exception Report	Urban	Semi-Rural	Rural
Attributable to County (inventory, audit)		1	
2nd unit to MCI			
Cancelled enroute			
Cancelled re-dispatched			
Disaster and mutual aid		1	
Dispatched C-2 or reduced to C-2		3	1
Dispatched from training			
Distance	4	18	9
Gate (limited or controlled access)	2	1	
Had to search for patient location		1	
Incorrect address		1	
Incorrect or inaccurate dispatch info/no time stamp		1	
Interfacility transfer			
Mechanical failure			
Non-medical / public assist			
On a move-up / cover assignment		2	
Pager malfunction			
Patient left original location			
Poor road conditions / traffic		3	1
Quick Call did not work			
Road construction/Traffic			
Road obstructions			
Staging		1	
Training			
Unmarked/No visible address		1	
Unavoidable communications failure	1		
Weather			

Mutual Aid - July 2019

MOVE-UPS			
	July	June	May
JPA to Sacramento Co.	12	11	13
Sacramento Co. to JPA	16	21	13



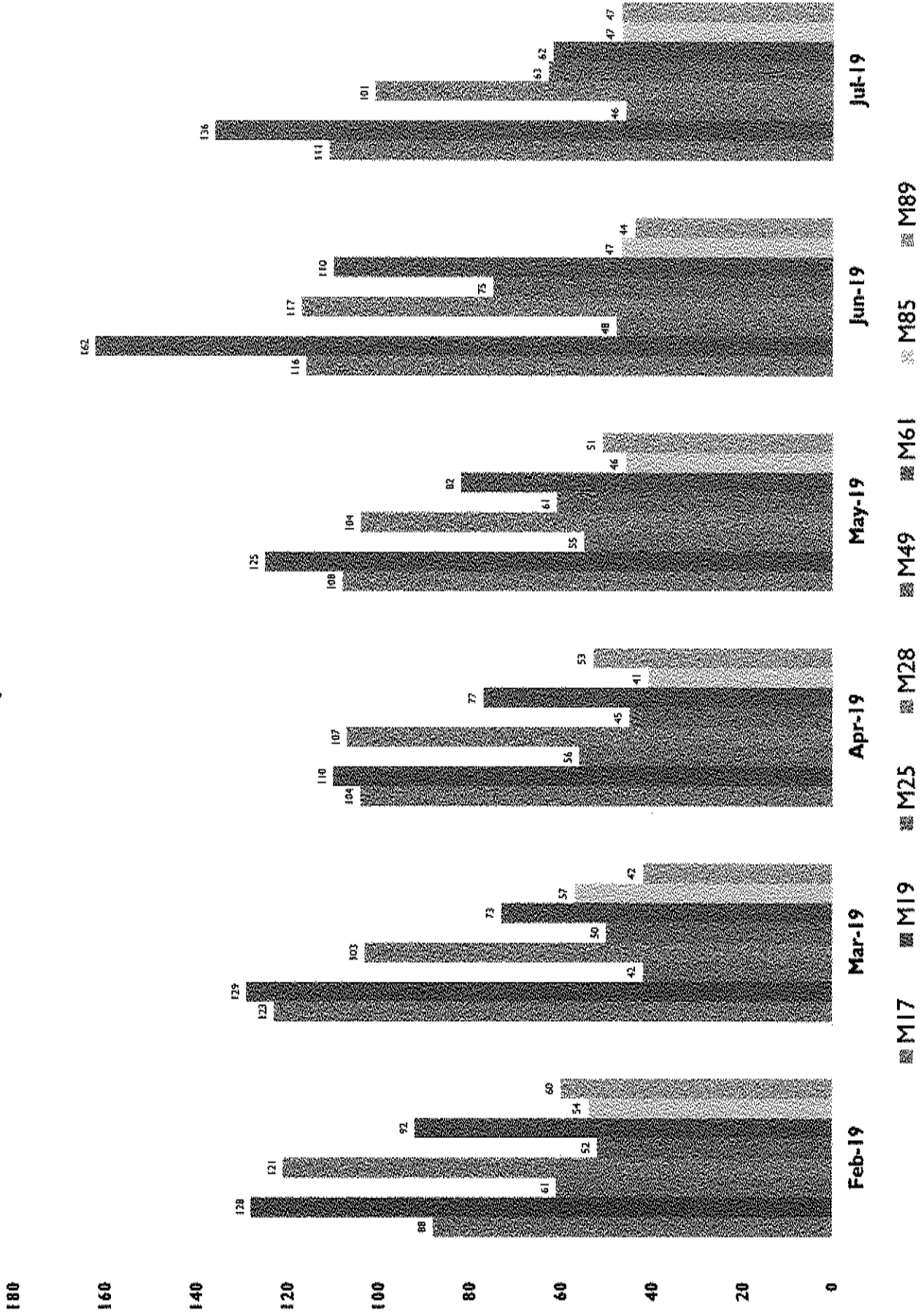
MEDICAL CALLS			
	July	June	May
JPA to Sacramento Co.	10	8	9
Sacramento Co. to JPA	11	11	13
South Lake Tahoe to JPA	6	3	1



Move Up and Cover Stats

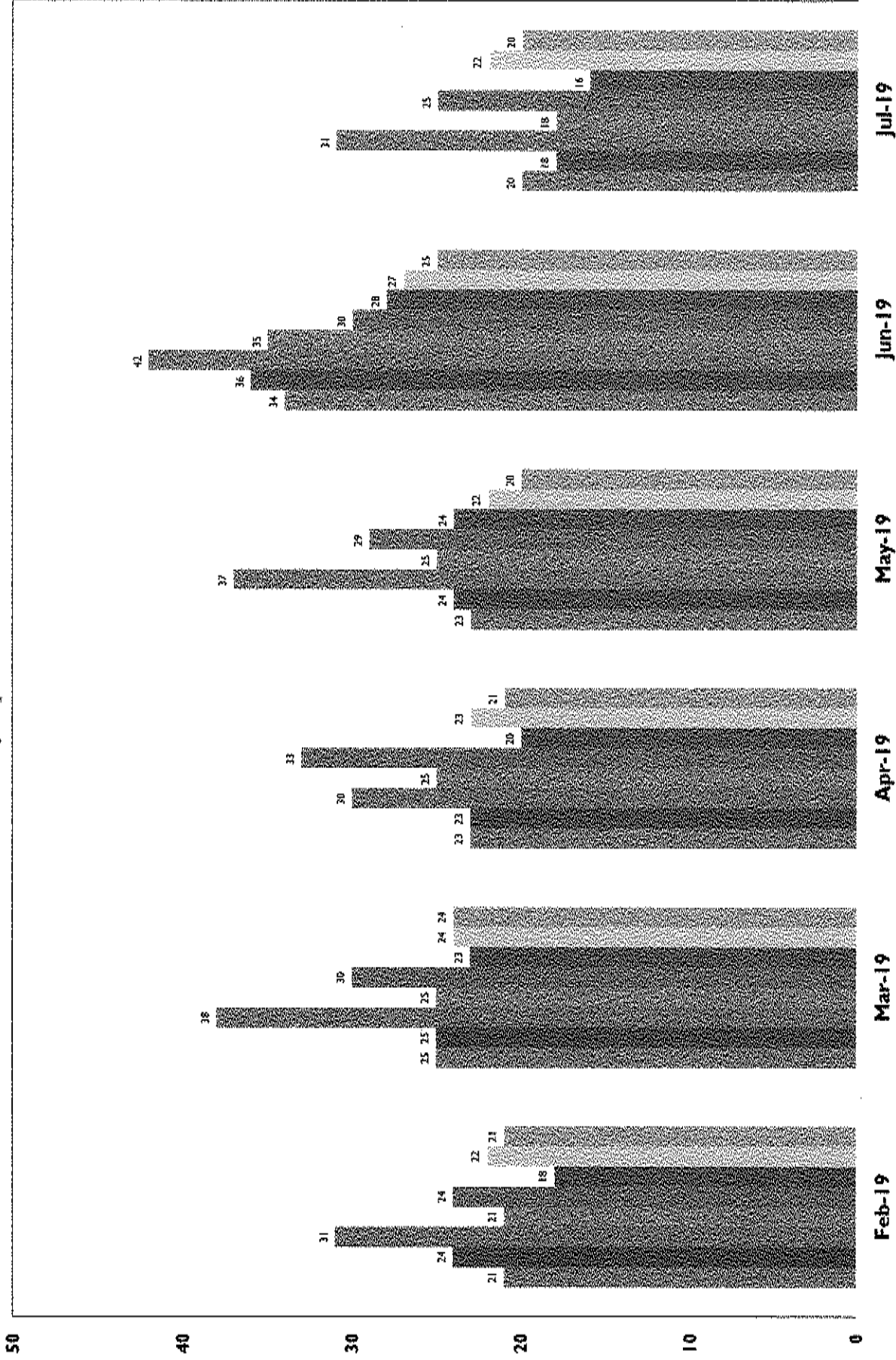
June = 629

Item 7.1.3



Medical Interfacility Transfers

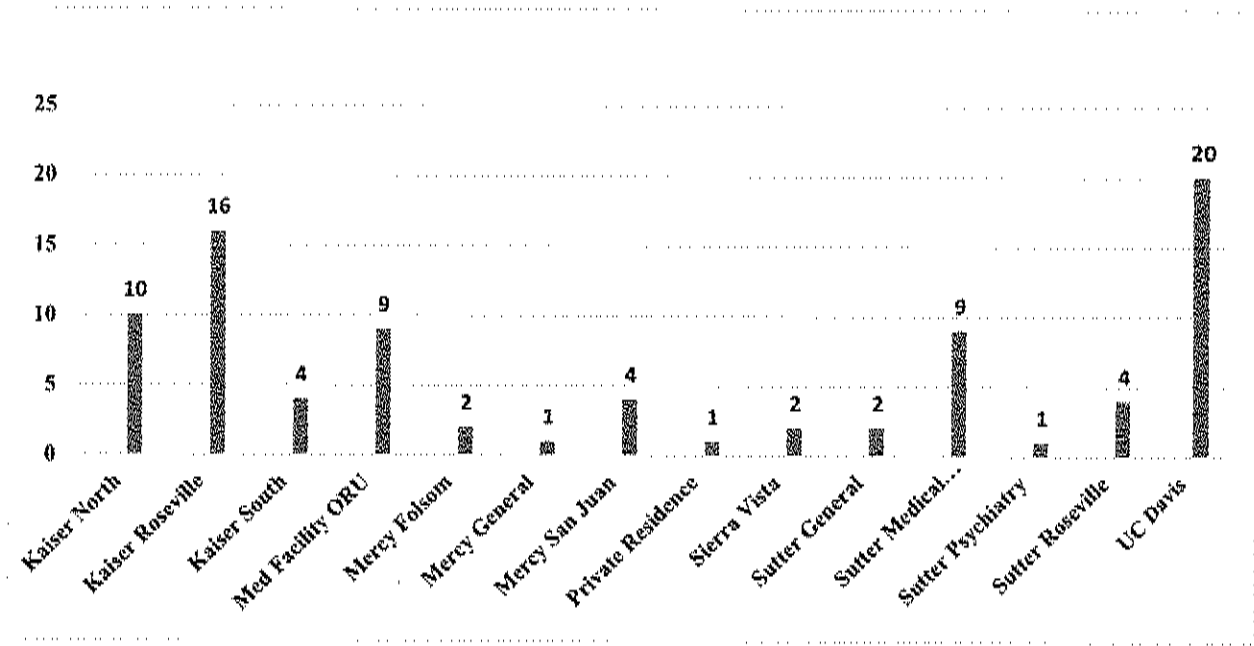
July = 170



July 2019 Code 2 IFTs

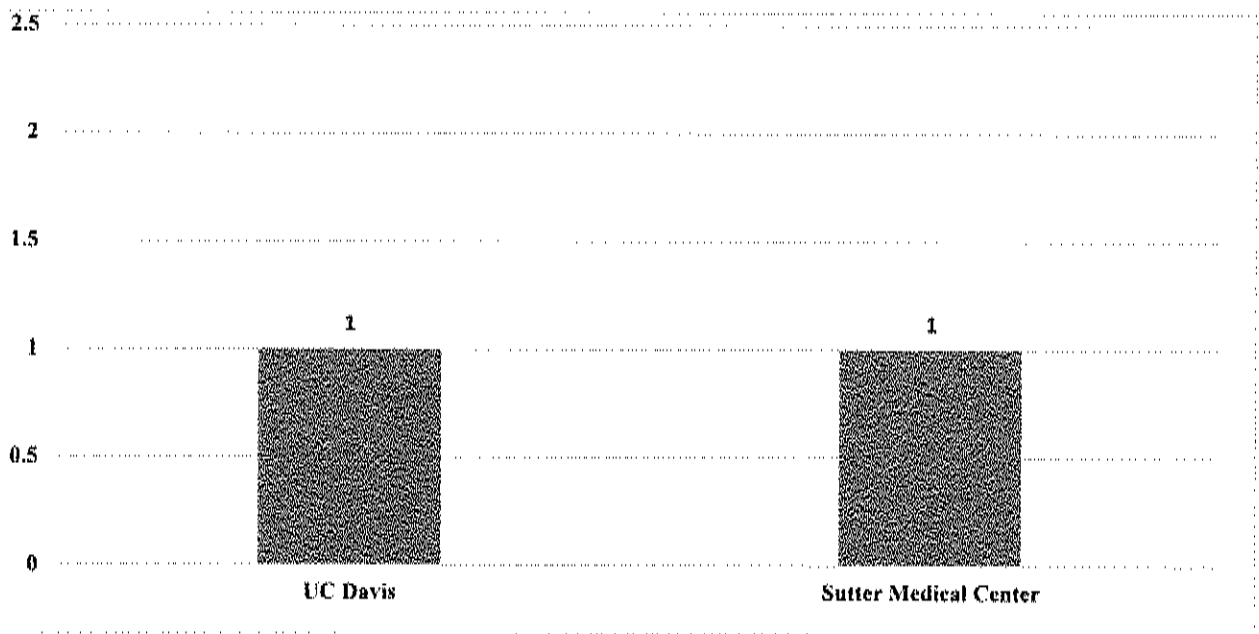
Item 7.2

Total Code 2 IFTs	87
IFTs terminating outside of El Dorado County	58
IFTs terminating outside of Sacramento/Placer County	29



July 2019 Code 3 IFTs

Total Code 3 IFTs	2
IFTs terminating outside of El Dorado County	1
IFTs terminating outside of Sacramento/Placer County	1





MARSHALL FOUNDATION
for community health

July 31, 2019



MARSHALL
MEDICAL CENTER



Tim Cordero
Division Chief
El Dorado County Fire
PO Box 807
Camino, CA 95709

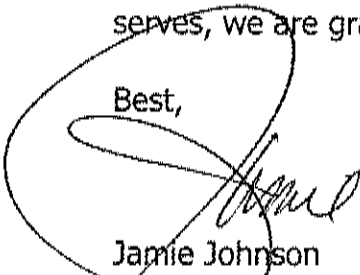
Dear Tim,

You made a positive difference in El Dorado County's community healthcare. Your participation in the Bob West Drive for Marshall Golf tournament has helped the Marshall Foundation provide support to the needs of our community. Thank you!

Thank you for your generous contribution of a Ride to School in a Fire Truck for the **36th Anniversary of the Bob West Drive for Marshall** sponsored by Union Bank and WINN Foundation. The tournament netted record breaking results at over \$67,000 with 126 golfers, numerous volunteers, businesses and organizations giving their financial, time and effort to affirm the community's faith in the Foundation and its mission.

On behalf of the Marshall Foundation for Community Health and the community it serves, we are grateful for you.

Best,



Jamie Johnson
Executive Director

Thank you !!

JJ/tm

Marshall Foundation for Community Health is a nonprofit corporation organized for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code. Please be advised it is the donor's responsibility to value an in-kind gift per Internal Revenue Service Regulations. Please consult your tax advisor for deductibility. Our tax identification number is 23-7419011.