



EL DORADO COUNTY EMERGENCY MEDICAL SERVICES AGENCY

APPLICATION FOR MEDICAL TRANSPORTATION PROVIDER PERMIT

Packet contains:

- Instructions for application
- Application Form
- Permit Agreement
- El Dorado County Emergency Medical Service and Transportation Ordinance

APPLICATION

EL DORADO COUNTY IFT/CCT CONTRACT / PERMIT

READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING APPLICATION
PLEASE FOLLOW THE REQUIRED FORMAT

A. Complete all applicable sections of the attached Application form. Please also provide the following information, using additional pages as necessary:

1. The names and addresses of the applicant(s), registered owner(s), partner(s), officers, directors, and all shareholder(s) who hold or control 10% or more of the stock of the applicant, all cumulatively referred to hereinafter as "Applicant."
2. The name under which the Applicant is, or proposes to, engage in business.
3. If applicant is a corporation, the name shall be stated as set forth in the State of California's Articles of Incorporation for the corporation. List the names and addresses of all corporate officers/directors and the name and address of the corporation's initial agent for service of process on the Application Form. Attach copies of the original Articles of Incorporation, the initial Statement of Information and any Amendments thereto, which have been certified by the Secretary of State.
4. If the applicant is a partnership, the names and addresses of each general partner shall be stated. If one or more of the partners is a corporation, the provisions of this chapter as a corporate applicant apply.
5. If the applicant is a Limited Liability Company (LLC), the name shall be stated as set forth in the State of California's Articles of Organization. List the names and addresses of all LLC members and the name and address of the LLC's initial agent for service of process on the Application Form. Attach copies of the Articles of Organization, the initial Statement of Information, and any Amendments thereto, which have been certified by the Secretary of the State.

B. The following items are also required to accompany each Application:

1. A written statement identifying the type and level of service proposed;
2. A written statement specifying whether the Applicant has provided any EMS services outside the County, and if so, under what name, what type of service, where, and for how long;
3. If applicant is required to be licensed and permitted by the California Highway Patrol, they shall hold a valid license and permit prior to submitting the application. Please provide:
 - a. A copy of a current CHP Emergency Ambulance Non-Transferable License unless exempt;
 - b. A copy of a current CHP Authorized Emergency Vehicle Permit for each ambulance if required by the CHP;
4. A copy of a current El Dorado County Business License and a copy of the business license for each city in which the applicant is doing business;
5. A written statement of the legal history of the Applicant inclusive of all criminal and civil convictions, suspensions, and or termination of EMS contracts and/or permits. The statement shall be accompanied by a completed application for a criminal record check from the Applicant;
6. A written statement that the Applicant will abide, where applicable, by regulations of the California Vehicle Code and the California Code of Regulations, Title 13, Motor Vehicles;
7. A written statement specifying the education, training, and experience of the Applicant in the care and transportation of patients;
8. A written statement that the Applicant understands and will comply with the County's EMS Agency's policies and procedures for staffing, equipment, and supply specifications and requirements, including automated external defibrillators (AEDs);
9. A detailed description of the Applicant's training and orientation programs for all EMS personnel, inclusive of EMTs and EMT-Ps, CCT authorized personnel, dispatchers, Drivers, and maintenance staff;
10. A detailed description of the radio equipment including vehicle radios as well as cellular phones in use;

11. A detailed statement demonstrating that the Applicant owns or controls, in good mechanical condition, the required equipment to consistently provide the type of EMS service for which the Applicant is applying, and that Applicant owns or controls a suitable facility(ies) from which contracted or permitted services will be operated, and the address(es) and hours of operation for each facility listed;
12. A detailed description of the number of Ambulances, EMS Aircraft, and/or Medical Transportation Service vehicles in use and for each: the make and model, year, vehicle identification number, State vehicle license number and proof of current Department of Motor Vehicles registration, where applicable proof of California Highway Patrol Ambulance Inspection Report and Ambulance Identification Certificate, and in the case of EMS Aircraft the aircraft registration number;
13. Evidence of Insurance meeting the requirements of the County;
14. A written statement that the Applicant understands and will comply with the County's EMS vehicle inspection process including any required fees;
15. A detailed description of the Applicant's program for maintenance for vehicles and/or aircraft, and equipment;
16. A quality assurance plan that meets EMS policies for the specific level of service;
17. A detailed list of all EMS personnel, inclusive of EMT's, EMT-P's, registered nurses, physicians, and surgeons, with each person's license and certification information, license number and expiration date, and issuing jurisdiction, as well as Ambulance Driver's Certificate and Department of Motor Vehicle license classification, number and expiration date, pilot license, classifications and expiration;
18. A written statement that the Applicant shall only employ personnel who comply with the requirements of the California Code of Regulations, Title 22; Health and Safety Code, Division 2.5 Statutes, Section 1797 et seq, County's Ordinance, and its Emergency Medical Services Agency Policy and Procedure Manual.
19. A staffing or deployment plan that describes the Applicant's method of operation within the County;
20. For Air Ambulance and Rescue Aircraft applications, Applicant shall also include proof of registration with the FAA and licensure and certification within the local jurisdiction of origin including Commission on Accreditation of Medical Transport Systems (CAMTS) accreditation. Air Ambulance Applicants based outside the State of California shall have the burden to demonstrate approximate equivalence with State of California and County rules, regulations, and policies requirements;
21. The application fee as set by the County payable either by cash, money order, or cashier's check made payable to County of El Dorado Emergency Medical Services Agency.
22. A written statement that the applicant will participate in the County's disaster response plan;
23. Any other information that the County deems necessary for determination of compliance with this Ordinance.

C. Submit application fee and completed application packet:

Fees:

- Permitting application fee (every 3 years): \$397.00
- Contractor Ambulance Inspection (Initial and annually): \$189.00
- Fees can be paid by check or with a credit card online at:
[https://www.eldoradocounty.ca.gov/Public-Safety-Justice/Emergency-Medical-Services/
 Emergency-Medical-Services-Payments-by-Credit-Card](https://www.eldoradocounty.ca.gov/Public-Safety-Justice/Emergency-Medical-Services/Emergency-Medical-Services-Payments-by-Credit-Card)

Application Submission:

- By Mail:
 Emergency Medical Services Agency
 2900 Fair Lane Court
 Placerville, CA 95667
 Telephone: (530) 621-6500
- By Email: ELDoradoEMS@edcgov.us



**EL DORADO COUNTY
EMERGENCY MEDICAL SERVICES AGENCY
APPLICATION FOR MEDICAL TRANSPORTATION PROVIDER PERMIT**

| | | | |
|---|--------------------------|--------------------------|---|
| Full Name of Applicant | | | |
| Name under which Applicant proposes to engage in business: | | | |
| Physical Address: | | | |
| | | | |
| Mailing Address (if different): | | | |
| | | | |
| Telephone Number (Office): | | | |
| Telephone Number (Cell): | | | |
| If Corporation: | | | |
| Name of Corporation: | | | |
| State of Incorporation: | | | |
| Date of Incorporation: | | | |
| Name of Corporate Officers* | Title | Address | |
| | | | |
| | | | |
| | | | |
| If a partnership, indicate names, address and percentage of partnership each holds | | | |
| Name of Partners | Title | Address | |
| | | | |
| | | | |
| | | | |
| Type of service applying for (check all that apply) | | | |
| <input type="checkbox"/> | Air Ambulance | <input type="checkbox"/> | Ground Non-Emergency Critical Care Transports |
| <input type="checkbox"/> | Rescue Aircraft Service | <input type="checkbox"/> | Ground Non-Emergency Interfacility Transports |
| <input type="checkbox"/> | Standby or Special Event | <input type="checkbox"/> | Other (please state): |
| Operating area(s) applying for: | | | |



**EL DORADO COUNTY
EMERGENCY MEDICAL SERVICES AGENCY
APPLICATION FOR MEDICAL TRANSPORTATION PROVIDER PERMIT**

| Required Statements | Check if attached |
|---|-------------------|
| 1. A written statement identifying the type and level of service proposed. | |
| 2. A written statement specifying whether the Applicant has provided any EMS services outside the County, and if so, under what name, what type of service, where, and for how long. | |
| 3. If applicant is required to be licensed and permitted by the California Highway Patrol (CHP), they shall hold a valid license and permit prior to submitting the application. Please provide: | |
| a. A copy of a current CHP Emergency Ambulance Non-Transferable License unless exempt. | |
| b. A copy of a current CHP Authorized Emergency Vehicle Permit for each ambulance if required by the CHP. | |
| 4. A copy of a current El Dorado County Business License and a copy of the business license for each city in which the applicant is doing business. | |
| 5. A written statement of the legal history of the Applicant inclusive of all criminal and civil convictions, suspensions, or termination of EMS contracts and/or permits. The statement shall be accompanied by a completed application for a criminal record check from the Applicant. | |
| 6. A written statement that the Applicant will abide, where applicable, by regulations of the California Vehicle Code and the California Code of Regulations, Title 13, Motor Vehicles. | |
| 7. A written statement specifying the education, training, and experience of the Applicant in the care and transportation of patients. | |
| 8. A written statement that the Applicant understands and will comply with the County's EMS Agency's policies and procedures for staffing, equipment, and supply specifications and requirements, including automated external defibrillators (AEDs). | |
| 9. A detailed description of the Applicant's training and orientation programs for all EMS personnel, inclusive of EMTs and EMT-Ps, CCT authorized personnel, dispatchers, Drivers, and maintenance staff. | |
| 10. A detailed description of the radio equipment including vehicle radios as well as cellular phones in use. | |
| 11. A detailed statement demonstrating that the Applicant owns or controls, in good mechanical condition, the required equipment to consistently provide the type of EMS service for which the Applicant is applying, and that Applicant owns or controls a suitable facility(ies) from which contracted or permitted services will be operated, and the address(es) and hours of operation for each facility listed. | |
| 12. A detailed description of the number of Ambulances, and/or Medical Transportation Service vehicles in use and for each: the make and model, year, vehicle identification number, State vehicle license number and proof of current Department of Motor Vehicles registration, where applicable proof of California Highway Patrol Ambulance Inspection Report and Ambulance Identification Certificate. | |



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| Required Statements | Check if attached |
|--|-------------------|
| 13. Evidence of Insurance meeting the requirements of the County, as noted herein below. | |
| 14. A written statement that the Applicant understands and will comply with the County's EMS vehicle inspection process including any required fees. | |
| 15. A detailed description of the Applicant's program for maintenance for vehicles and equipment. | |
| 16. A quality assurance plan that meets EMS policies for the specific level of service. | |
| 17. A detailed list of all EMS personnel, inclusive of EMT's, EMT-P/s, registered nurses, physicians, and surgeons, with each person's license and certification information, license number and expiration date, and issuing jurisdiction, as well as Ambulance Driver's Certificate and Department of motor Vehicles license classification, number and expiration date, classifications and expiration. | |
| 18. A written statement that the Applicant shall only employ personnel who comply with the requirements of the California Code of Regulations, Title 22; Health and Safety Code, Division 2.5 Statutes, Section 1797 et seq., County's Ambulance Ordinance, and County's Emergency medical Services Agency Policy and Procedure Manual. | |
| 19. A staffing or deployment plan that describes the Applicant's method of operation within the County. | |
| 20. The application fees: Permitting application fee (every 3 years): \$397.00 Contractor Ambulance Inspection (Initial and annually): \$189.00 Fees can be paid by cash, check (made out to El Dorado County Emergency Medical Services) or with a credit card online at: https://www.edcgov.us/government/ems/pages/Emergency_Medical_Service_Payments.aspx | |
| 21. A written statement that the applicant will participate in the County's disaster response plan. | |
| 22. Any other information that the County deems necessary for determination of compliance with the Ambulance Ordinance. | |

I certify under penalty of perjury under the laws of the State of California that the information contained herein is true and correct. As a condition for the issuance of a Contract or Permit, I acknowledge that I have read all sections of the "County Emergency Medical Service and Medical Transportation Ordinance" and agree to submit the information detailed in the Contract and Permit Requirements Application as well as any additional information that may be requested, and to conduct all phases of the business in a business-like manner and in accordance with all applicable laws, ordinances, and regulations including the County Emergency Medical Service and Medical Transportation Ordinance.

Applicant Signature

Date

Name Printed

Title

APPLICATION & AGREEMENT
Interfacility Transfer/Critical Care Transfer
Private Ambulance Service

THIS AGREEMENT for Critical Care Transport and/or Interfacility Transport is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and (hereinafter referred to as "Applicant");

RECITALS

WHEREAS, the County provides ambulance service consisting of two exclusive operating areas (EOA) and one non-exclusive operating area; and

WHEREAS, ambulances and other emergency medical services may be authorized pursuant to a contract with the County to provide services in areas of the County in which market rights are not exclusively assigned through an EOA; and

WHEREAS, Applicant desires to provide non-emergency ground interfacility transports and critical care transports that have not been exclusively assigned through an EOA; therefore, Applicant makes this application for authorization to provide such services in accordance with the conditions set forth in this Agreement; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with County of El Dorado Code of Ordinances, Chapter 8.74 County Emergency Medical Service and Medical Transportation (hereinafter referred to as the "Ambulance Ordinance") as well as all federal, State and local laws, statutes, ordinances, regulations, policies, procedures and protocols applicable to the emergency medical services and/or ambulance services that are provided pursuant to this Agreement.

NOW, THEREFORE, County and Applicant mutually agree that the Recitals are incorporated herein and further mutually agree as follows:

- I. All activities and services resulting from and provided pursuant to this application and Agreement shall be provided in Applicant's capacity as an independent private ambulance entity and in accordance with the County of El Dorado Ambulance Ordinance, available for reference at : https://library.municode.com/ca/el_dorado_county/codes/code_of_ordinances?nodeId=PTA_GECOOR_TIT8PUHESA_CH8.74COEMMESEMETR In the event there is any discrepancy between this Agreement and the Ambulance Ordinance, the provisions in the Ambulance Ordinance control. Contractor warrants and represents that it has read and is fully aware of and knowledgeable of all applicable provisions in the Ambulance Ordinance that relate to and govern services provided pursuant to this Agreement.
- II. Activities pursuant to this application and Agreement shall occur only in those areas designated as "non-exclusive" in accordance with Chapter 8.74, Section 8.74.050, System Description.
- III. This application and Agreement pertain only to ground non-emergency Critical Care Transports (CCT) and ground non-emergency Interfacility Transports (IFT), as defined in Section 8.74.040 of the Ambulance Ordinance that have not been exclusively assigned through an EOA.
- IV. All non-emergency Ambulance responses and transports shall be provided at the ALS level in accordance with Chapter 8.74, Section 8.74.060, System Description.

- V. Applicant 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 County Emergency Medical Service and Medical Transportation Ordinance; the Policies, Procedures and Field Treatment Protocols established by the medical control within the Applicant's local jurisdiction; and any and all other applicable statute, ordinance, and resolution regulating prehospital Advanced Life Support services provided under this Agreement, including but not by way of limitation, personnel, vehicles, equipment, services, and supplies. In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.

- VI. Applicant is applying for the following permits:
 - Ground Non-emergency Critical Care Transports (CCT):**

 - Ground Non-emergency Interfacility Transport (IFT):**

- VII. Change in Circumstances: Applicant shall notify the Permit officer if any information in this application changes during the pendency of the application, and shall provide, within five (5) days of that notification, updated information. In the event of a change in ownership of the Applicant, the successor owner shall submit a new application.

- VIII. Changes to Operations: The Applicant shall notify the County about changes to business location and phone numbers, hours of operations, service charges and rates, insurance coverage, changes to the Applicant, registered owner, partner, officer, director, controlling shareholder, or any other substantive change to this application on file, within fifteen (15) days of such changes.

- IX. In accordance with Ambulance Ordinance 8.74.080, Applicant shall document on the Application and incorporated herein below the names and addresses of the applicant, registered owner, partner, officers, directors, and all shareholders who hold or control ten percent (10%) or more of the stock of the applicant.

- X. The following required Statements are attached hereto and incorporated herein by reference:

| Required Statements |
|--|
| 1. A written statement identifying the type and level of service proposed. |
| 2. A written statement specifying whether the Applicant has provided any EMS services outside the County, and if so, under what name, what type of service, where, and for how long. |
| 3. If applicant is required to be licensed and permitted by the California Highway Patrol (CHP), they shall hold a valid license and permit prior to submitting the application. Please provide: |
| a. A copy of a current CHP Emergency Ambulance Non-Transferable License unless exempt. |
| b. A copy of a current CHP Authorized Emergency Vehicle Permit for each ambulance if required by the CHP. |

Required Statements

4. A copy of a current El Dorado County Business License and a copy of the business license for each city in which the applicant is doing business.

5. A written statement of the legal history of the Applicant inclusive of all criminal and civil convictions, suspensions, or termination of EMS contracts and/or permits. The statement shall be accompanied by a completed application for a criminal record check from the Applicant.

6. A written statement that the Applicant will abide, where applicable, by regulations of the California Vehicle Code and the California Code of Regulations, Title 13, Motor Vehicles.

7. A written statement specifying the education, training, and experience of the Applicant in the care and transportation of patients.

8. A written statement that the Applicant understands and will comply with the County's EMS Agency's policies and procedures for staffing, equipment, and supply specifications and requirements, including automated external defibrillators (AEDs).

9. A detailed description of the Applicant's training and orientation programs for all EMS personnel, inclusive of EMTs and EMT-Ps, CCT authorized personnel, dispatchers, Drivers, and maintenance staff.

10. A detailed description of the radio equipment including vehicle radios as well as cellular phones in use.

11. A detailed statement demonstrating that the Applicant owns or controls, in good mechanical condition, the required equipment to consistently provide the type of EMS service for which the Applicant is applying, and that Applicant owns or controls a suitable facility(ies) from which contracted or permitted services will be operated, and the address(es) and hours of operation for each facility listed.

12. A detailed description of the number of Ambulances, and/or Medical Transportation Service vehicles in use and for each: the make and model, year, vehicle identification number, State vehicle license number and proof of current Department of Motor Vehicles registration, where applicable proof of California Highway Patrol Ambulance Inspection Report and Ambulance Identification Certificate.

13. Evidence of Insurance meeting the requirements of the County, as noted herein below.

14. A written statement that the Applicant understands and will comply with the County's EMS vehicle inspection process including any required fees.

15. A detailed description of the Applicant's program for maintenance for vehicles and equipment.

16. A quality assurance plan that meets EMS policies for the specific level of service.

Required Statements

17. A detailed list of all EMS personnel, inclusive of EMT's, EMT-P/s, registered nurses, physicians, and surgeons, with each person's license and certification information, license number and expiration date, and issuing jurisdiction, as well as Ambulance Driver's Certificate and Department of Motor Vehicles license classification, number and expiration date, classifications and expiration.

18. A written statement that the Applicant shall only employ personnel who comply with the requirements of the California Code of Regulations, Title 22; Health and Safety Code, Division 2.5 Statutes, Section 1797 et seq., County's Ambulance Ordinance, and County's Emergency medical Services Agency Policy and Procedure Manual.

19. A staffing or deployment plan that describes the Applicant's method of operation within the County.

20. The application fee as set by the County (available at https://library.municode.com/ca/el_dorado_county/codes/code_of_ordinances?nodeId=PTAGECOOR_TIT8PUHESA_CH8.74COEMMESEMETR under "EMS Fees"), payable by cash, money order, or cashier's check made payable to County of El Dorado Emergency medical Services Agency, or by credit card.

21. A written statement that the applicant will participate in the County's disaster response plan.

22. Any other information that the County deems necessary for determination of compliance with the Ambulance Ordinance.

Applicant warrants and represents that the information in the application and Statements, above, are true and correct.

- XI. **Services:** Applicant is authorized to provide ground non-emergency interfacility transportation or ground non-emergency critical care transportation services that have not been exclusively assigned through an EOA and subject to and in accordance with the conditions set forth in this Agreement. Applicant is prohibited from subcontracting, delegating or assigning any services authorized pursuant to this Agreement, in whole or in part, to any other person or entity.
- XII. **Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date thereof.
- XIII. **Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.
- XIV. **Independent Applicant/Liability:** Applicant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services authorized by this Agreement. Applicant exclusively assumes responsibility for any and all acts of its officers, employees, agents, and associates as they relate to services authorized and provided pursuant to this Agreement during the course and scope of their employment.

Applicant shall be solely responsible for performing services authorized by this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent

acts of its officers, employees, agents and associates. County shall have no right of control over the manner in which services are provided and shall, therefore, not be charged with responsibility of preventing risk to Applicant or its officers, employees, agents and associates.

The parties to this Agreement are not partners or joint ventures and nothing contained herein shall be construed to create a partnership or joint venture between the parties or to constitute any party the agent of the other. Neither party shall hold itself out contrary to the terms of this section nor shall either party become liable by any representation, act, or omission of the other contrary to the provisions herein.

XV. Default, Termination, and Cancellation:

A. **Default/Violation:** Upon the occurrence of any default or violation of the provisions of this Agreement, the Permit Officer shall give written notice of said default or violation to the Applicant (notice). If the Applicant does not cure the default or violation within ten (10) days of the date of notice (time to cure), then the Applicant shall be in default. Upon failure to cure the default or violation within the specified time to cure, the Permit Officer may, in their sole discretion extend the time to cure, or suspend, revoke or terminate the Applicant's permit in accordance with the paragraph "Suspension, Revocation and/or Termination" herein below.

Any extension of time to cure must be in writing, prepared by the Applicant for signature by the Permit Officer and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default or violation, and the applicable Agreement provision or cite the appropriate section of the Ambulance Ordinance, and shall demand that the Applicant perform the provisions of this Agreement within the applicable period of time.

B. **Termination or Cancellation without Cause:** Either party may terminate this Agreement in whole or in part upon seven (7) calendar days written notice without cause. Upon receipt of a Notice of Termination, Applicant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

C. **Enforcement:** In accordance with Ambulance Ordinance Section 8.74.140, Enforcement, the County shall have the following rights and remedies.

1. *Inspections and investigations.*

- a. The County shall have the right to inspect, and audit, records, facilities, equipment, supplies, personnel, and methods of operation of an Applicant whenever the County deems such inspection necessary.
- b. The Applicant shall cooperate with County in any investigations of possible violations and shall make all dispatch logs and similar dispatch records including tape recordings available for inspection and copying at reasonable times at the Applicant's regular place of business. All tape recordings shall remain available for a minimum of 60 days from the date the recording was made.
- c. The Applicant shall allow County to inspect on a pre-announced or unannounced basis all emergency medical services vehicles used by the Applicant within the County. The purpose of such inspection is to determine if the vehicle and its equipment and supplies are in good working order, properly maintained and equipped for the provision of the emergency medical services for which it is permitted. The inspection for ambulances will be for all equipment identified in the County's Emergency Medical Services Agency Policy and Procedure Manual which has not been inspected by the California Highway Patrol under the California Code

of Regulations, Title 13, Vehicle Code §§ 1103 and 1103.2. The Applicant shall inform the County of any suspension and/or revocation of their California Highway Patrol ambulance service license or vehicle certificate or permit for vehicles used within the County.

2. *Consumer complaints:* Any person alleging that an Applicant has provided unsatisfactory or inappropriate emergency medical services as defined herein this Agreement may file a written complaint with the Permit Officer setting forth such allegations. The Permit Officer shall notify the Applicant in writing of the receipt of the complaint. The Permit Officer shall investigate the complaint to determine whether the Applicant has committed any improper act or failed to satisfactorily perform any duty specified herein. Applicant may provide a written response to the Permit Officer in writing within ten (10) business days from the receipt of that notification. If the Permit Officer determines that the Applicant has committed a violation, the Permit Officer shall take timely and reasonable actions to secure compliance with the requirements herein. If the Permit Officer is unable to secure compliance, the Permit Officer will initiate action to suspend, revoke, or terminate the contract or permit.
3. *Suspension, revocation and/or termination:*
 - a. Following the procedures specified in the Article titled “Default Termination, and Cancellation” paragraph “Default/Violation” herein, the County may suspend or revoke a permit or contract for:
 - i. Violating any provision of the contract or permit;
 - ii. Violating any provisions of this chapter or violating any provisions of statute, regulations or other laws relating to emergency medical services;
 - iii. Changing the operational or financial capabilities of the Applicant or contractor in such a manner that had that change been known at the time of the application, the application could have been denied;
 - iv. Failing to pay any fine issued pursuant to this section within ten business days.
 - b. The County may suspend, revoke, or terminate this Agreement and Permit as specified herein above.
 - c. Suspension is not a condition precedent to revocation.
4. *Penalties:* The County may impose fines for noncompliance infractions. Infractions of a contract or permit are punishable by a fine not exceeding: \$100.00 for a first violation; \$200.00 for a second violation of the same infraction within one year; and \$500.00 for each additional violation of the same infraction within one year.
5. *Appeals:* Requests to challenge the decision to terminate this Agreement and Permit may be appealed in writing to the Emergency Medical Services Agency Administrator within fifteen (15) business days from the date of the mailed notice of suspension, revocation, or termination. The appeal shall be signed by an authorized representative of appellant and shall set forth all relevant facts and law in support of the appeal. If the Applicant disagrees with the decision of the EMS Agency Administrator, the applicant may appeal in writing to the Health and Human Services Agency Director within seven (7) calendar days of receipt of the EMS Agency Administrator’s decision. The decision of the Health and Human Services Agency Director is final, unless otherwise provided by law.

In any case where the Health and Human Services Director determines to uphold the decision to suspend or revoke a permit, the Director shall prepare a written notice of suspension or revocation which includes a statement of the proposed

action, a concise explanation of the reasons and basis for the proposed action and an explanation of the Applicant's right to appeal to the Board of Supervisors. Within five business days of the mailing of the Director's notice, the Applicant may file an application for appeal to be held in accordance with the procedures set forth in Chapter 2.09.

6. *Exception to hearing procedure:* When, in the opinion of the Health and Human Services Director, there is a clear and imminent threat to the safety and protection of the public, the Health and Human Services Director may suspend a permit without following the procedure set forth in Ambulance Ordinance Section 8.74.080 D. A written notice of decision and the basis relied upon for such action shall be provided to the Applicant. The Applicant may file an application for appeal to the Board of Supervisors in accordance with the procedures set forth in El Dorado County Ordinance Chapter 2.09.
7. *Notification:* When a permit is suspended or revoked or a contract terminated, the Permit Officer shall notify all public safety agencies, hospitals and other interested parties in the County of this fact, specifying the name of the Applicant and the action taken.

XVI. **Indemnity:** To the fullest extent of the law, the Applicant shall defend, indemnify, and hold the County, its Board of Supervisors, agents, officers and employees 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, personal injury, sickness, disease, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Applicant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Applicant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Applicant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

In the event of any suspension, revocation or termination of this Agreement, any and all obligations of Applicant to defend, indemnify and/or hold harmless County, its Board of Supervisors, agents, officers and employees, including but not limited to this indemnification provision, shall survive such suspension, revocation and/or termination.

XVII. **Insurance:** Contractor shall maintain at its sole cost and expense, and keep in force during the term of this agreement, the following insurance coverages:

- A. Workers' Compensation Insurance with statutory limits, as required by the laws of any and all states in which Contractor's employees are located and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000.
- B. Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of \$3,000,000 covering bodily injury and property damage; General Aggregate limit of \$5,000,000; Products and Completed Operations Aggregate limit of \$2,000,000 and Personal & Advertising Injury limit of \$2,000,000, written on an occurrence form. If Contractor's general liability limits fail to meet the limits required above Contractor may carry excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for general liability with a limit equal to or above the amount stated above on a per occurrence and aggregate basis.

- C. Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto, including ambulances, fire engines and other emergency services mobile equipment. Inland Marine insurance specific to emergency mobile equipment will be acceptable to meet this requirement together with the automobile liability insurance), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability.
- D. Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than \$6,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless El Dorado County for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- E. If the policy is terminated for any reason during the term of this Agreement, Contractor shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.
- F. If this Agreement is terminated or not renewed, Contractor shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, Contractor shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.
- G. All policies of insurance shall provide for the following:
1. Name El Dorado County, members of the Board of Supervisors of El Dorado County, its officers, agents and employees, as additional insureds except with respect to Workers' Compensation and Professional Liability.
 2. Be primary and non-contributory with respect to all obligations assumed by Contractor pursuant to this Agreement or any other services provided. Any insurance carried by El Dorado County shall not contribute to, or be excess of insurance maintained by Contractor, nor in any way provide benefit to Contractor, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.
 3. Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available "Best's Insurance Guide."
 4. Include a severability of interest clause and cross-liability coverage where El Dorado County is an additional insured.
 5. Provide a waiver of subrogation in favor of El Dorado County, members of the Board of Supervisors of El Dorado County, its officers, agents and employees.
 6. Provide defense in addition to limits of liability.

Upon execution of this Agreement and each extension of the Term thereafter, Contractor shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given

to El Dorado County prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) El Dorado County's additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers' compensation and professional liability policies. Contractor shall also furnish El Dorado County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The certificate of insurance and all required endorsements shall be delivered to El Dorado County's address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by the County of El Dorado before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Contractor shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Contractor as an additional insured on all such coverages. Evidence thereof shall be furnished as El Dorado County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

- XVIII. **HIPAA:** Applicant acknowledges its obligations under the Health Insurance Portability and Accountability Act (HIPAA) and agrees that it shall comply with all applicable HIPAA requirements and obligations at all times.
- XIX. **County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.
- XX. **Licenses:** Applicant hereby represents and warrants that Applicant, its officers, employees, agents and associates have all the applicable licenses, permits, and certifications that are legally required for Applicant, its officers, employees, agents and associates to practice its profession or provide the services or work authorized under this Agreement in the State of California. Applicant, its officers, employees, agents and associates shall maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.
- XXI. **Administrator:** The County Officer or employee with responsibility for administering this Agreement is Kristine Guth, Emergency Medical Services Agency Manager, or successor.
- XXII. **Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.
- XXIII. **Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- XXIV. **Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.
- XXV. **No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

XXVI. **Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Contract Administrator:

By: _____ Dated: _____
Kristine Guth, Manager
Emergency Medical Services Agency

-- APPLICANT --

By: _____ Dated: _____
Name:
Title:
"Applicant"

Sec. 8.74.010. - Title.

This chapter shall be known and may be referred to in all proceedings as the County Emergency Medical Service and Medical Transportation Ordinance.

(Code 1997, § 8.74.010; Ord. No. 4991, § 2(8.74.00), 2-26-2013; Ord. No. 5132, § 8.74.010, 11-17-2020)

Sec. 8.74.020. - Regulatory authority.

The emergency and non-emergency transportation of sick, disabled, or injured persons is a matter closely affecting the public interest, safety, and welfare of the citizens of the County. California Constitution, Article 11, Section 7, and Health and Safety Code §§ 1443 and 1797 et seq., among others, authorizes the County to develop an emergency medical services program and to operate the emergency medical services system pursuant to the provisions of Health and Safety Code § 1797 et seq. Pursuant to that authority, the Board of Supervisors has established and designated a local Emergency Medical Services Agency under the Chief Administrative Office in accordance with Health and Safety Code § 1797.200 et seq. It is the intent of the Board of Supervisors to undertake the prescribed functions and responsibilities of a local government entity concerning ambulance services as authorized, and to exercise as allowed by law its discretion and authority to regulate emergency and non-emergency ambulance and medical transport services consistent with the laws of the State.

(Code 1997, § 8.74.020; Ord. No. 4991, § 2(8.74.020), 2-26-2013; Ord. No. 5132, § 8.74.020, 11-17-2020)

Sec. 8.74.030. - Scope and purpose.

The purpose of this chapter is to enact regulations which are necessary for the public health, safety and welfare, including to:

- A. Allow for the orderly integrated and lawful operation of a local emergency and nonemergency medical services system pursuant to the provisions of Health and Safety Code § 1797 et seq.;
- B. Allow for adequate, appropriate and efficient ambulance services in all areas of the County, including allowing for exclusive operating areas for designated ambulance services to maximize the use of available resources in accordance with Health and Safety Code § 1797.224;
- C. Enact regulations for issuing contracts as appropriate for ambulances and aircraft;
- D. Set the standards and requirements for emergency medical services, personnel and training, equipment and supplies, response times, communications, and medical transportation in accordance with Health and Safety Code § 1797.200 et seq.; and
- E.

Protect the public by ensuring that these standards and requirements are met and authorize the Emergency Medical Services Agency under the County's Chief Administrative Office to enforce these standards and requirements and to make necessary and reasonable policies, procedures, and/or protocols for the effective and reasonable administration of this chapter.

(Code 1997, § 8.74.030; Ord. No. 4991, § 2(8.74.030), 2-26-2013; Ord. No. 5132, § 8.74.030, 11-17-2020)

Sec. 8.74.040. - Definitions.

The following words and phrases shall have the meanings respectively ascribed to them by this section, except where the context clearly indicates a different meaning:

Advanced life support (ALS) means special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local emergency medical services system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital or as otherwise defined by the U.S. Department of Health and Human Services, Federal Health Care Finance Administration, and Health and Safety Code § 1797.52.

Air ambulance means any aircraft specially constructed, modified or equipped, and used for the primary purposes of responding to emergency calls and transporting critically ill or injured patients whose medical flight crew has at a minimum two attendants certified or licensed in Advance Life Support (22 CCR § 100280).

Air ambulance transport contract means a contract with the County for an air ambulance to respond to requests for air medical transportation of critically ill or injured patients from locations within the County. Mutual aid agreements may qualify as air ambulance transport contracts.

Ambulance means a ground transportation vehicle that is specially constructed, modified or equipped, and used for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons.

Ambulance transport contract means a contract with the County to provide ambulance services within the County.

Ambulance transport contractor means any entity or public agency that contracts with the County to provide ambulance services within the County.

Arrival at the scene means the time that an ambulance comes to a physical stop at an emergency scene (wheels stopped) or a medical transportation services vehicle comes to a stop at the designated location (wheels stopped).

Attendant means a trained and qualified individual who, regardless of whether attendant also serves as driver, is responsible for the care of patients, and who has met all license, certification, accreditation and other requirements of State laws and regulations, and local policies, protocols, ordinances and regulations.

Basic life support (BLS) means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available in accordance with Health and Safety Code § 1797.60.

Contract means a signed agreement with an emergency medical service entity for the provision of emergency medical services within the County.

Contract officer means the Manager of Emergency Medical Services and Emergency Preparedness and Response, or the County employee designated as the manager responsible for administration of the County's Emergency Medical Services Agency.

Contractor means a person or entity or a public agency that contracts with the County to provide emergency medical services within the County.

County means the County of El Dorado, a political subdivision of the State of California, and may alternately describe the geographical area within the jurisdiction of the County for the purposes of this chapter.

Critical care transport (CCT) means a transport during which a patient requires a level of medical care and/or observation that exceeds the standard scope of practice for County accredited paramedics. Such services may be rendered by specially trained and authorized paramedics, or registered nurses, physicians, respiratory therapists, perfusionists, physician assistants, nurse practitioners or nurse mid-wives as determined by the physician responsible for the patient and the Emergency Medical Services Medical Director.

Designated dispatch center means the dispatch agency designated by the County for the purpose of coordinating the response of emergency medical services within the County.

Driver means a person licensed and qualified to operate a medical transportation services vehicle.

Emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel, a public safety agency in accordance with Health and Safety Code § 1797.70, or a prudent layperson.

Emergency medical dispatch or EMD means medical dispatch protocols and pre-arrival instructions approved by the EMS Agency Medical Director and Contract Officer, based on the emergency medical dispatch national standard curriculum as the standard.

Emergency medical response means responding immediately to any request for medical transportation service for an emergency medical condition. An immediate response is one in which the medical transportation vehicle responding begins as quickly as possible to take the steps necessary to respond to the call.

Emergency medical services or *EMS* means the services utilized in responding to a medical emergency.

Emergency Medical Services Agency or *EMS Agency* means the administrative agency responsible for the direct oversight of prehospital care in the County, acting under the County's Chief Administrative Office pursuant to Health and Safety Code § 1797.200.

EMS aircraft means any aircraft utilized for the purpose of prehospital emergency patient response and transport. The term "EMS aircraft" includes air ambulances and all categories of rescue aircraft (22 CCR § 100279).

Emergency medical services (EMS) entity means a licensed person or entity or a public agency that is specially trained, equipped, and staffed to provide emergency medical services, including providing care to ill or injured persons.

Emergency medical technician (EMT) means an individual trained in all facets of basic life support, as defined in Health and Safety Code § 1797.60, and in accordance with standards prescribed in the California Code of Regulations, Title 22, Division 9, Chapter 2 (22 CCR § 100056 et seq.), and who has a valid State EMT certificate.

Emergency medical technician-paramedic (EMT-P) means an individual who is educated and trained in all elements of prehospital advanced life support; whose scope of practice is to provide advanced life support in accordance with the standards prescribed in the California Code of Regulations, Title 22, Division 9, Chapter 4 (22 CCR § 100135 et seq.) and who has a valid State paramedic license. Paramedics working in the County must additionally be accredited in accordance with standards established by the EMS Agency Medical Director.

Exclusive operating area (EOA) means an emergency medical services area or subarea defined by the emergency medical services plan for which a local EMS agency, upon the recommendation of the County, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support (Health and Safety Code § 1797.85).

Interfacility transport (IFT) service means the movement of a patient from one health care facility to another in a contracted ambulance or air ambulance.

Limited advanced life support (LALS) means, in accordance with Health and Safety Code § 1797.92, special services designed to provide prehospital emergency medical care limited to techniques and procedures that exceed basic life support but are less than advanced life support and are those procedures pursuant to Health and Safety Code § 1797.171.

Litter van means a vehicle which is modified, equipped, and used for the purpose of providing non-emergency medical transportation for those medical passengers with stable medical conditions who require the use of a litter or gurney, and which is not routinely equipped or staffed for the specialized care provided in an ambulance.

Litter van medical passenger means a person in need of transportation for medical purposes such as attendance at a doctor's appointment, clinic visit or for other non-emergency reason. Medical passengers are differentiated from patients in that their medical condition is stable and it is not anticipated that they will need medical observation, intervention, or treatment during non-emergency medical transportation. The passenger must be able to maintain an open airway without assistance and self-administer any medical care en route. The EMS Agency Medical Director may establish policies that differentiate between patients and medical passengers.

Medical Director means the Medical Director of the County EMS Agency.

Medical transportation entity means a person or entity appropriately licensed and specially trained, equipped and staffed to provide medical transportation services for medical passengers.

Medical transportation services means the provision of non-emergency transportation of medical passenger by a litter van or wheelchair van that is licensed, permitted, operated, and equipped in accordance with applicable State laws and regulations. Medical transportation services do not include transportation of medical passengers by private passenger vehicle, taxicab, public transit or other forms of public transportation.

Non-emergency call means a situation in which there is no perceived need for immediate action, attention or decision-making to prevent death or to reduce suffering.

Physician means an individual licensed by the State as a doctor of medicine or doctor of osteopathy.

Primary response area means a geographical area designated by the County in a contract.

Public Health Officer means the County's Public Health Officer.

Registered nurse means an individual licensed by the State of California Board of Registered Nursing, and, under certain circumstances, may include a nurse who is licensed by the Nevada State Board of Nursing and provides medical transportation services across the California-Nevada border.

Rescue aircraft means an aircraft whose usual function is not prehospital emergency patient transport, but which may be utilized, in compliance with local EMS policy, for prehospital emergency patient transport when use of an air ambulance or ambulance is inappropriate or unavailable. Rescue aircraft includes ALS, BLS, and auxiliary rescue aircraft (22 CCR § 100281).

Rescue aircraft transport contract means a contract with the County for the utilization of a rescue aircraft.

Response time means the time interval from the moment that the ambulance or medical transportation entity is first made aware of the callback number, the address of the patient or passenger, and (a) in the case of ambulance, the presumptive patient condition as defined by EMD; or (b) in the case of medical transportation services the requested level of service, to arrival at the scene.

Standby or special event means (a) an event where spectators and/or participants in the event have a potential for illness or injury, or (b) any situation where a previously announced event results in a gathering of persons in one general locale, sufficient in numbers, or engaged in an activity, that creates a need to have one or more EMS resources at the site.

Wheelchair van means a vehicle which is modified, equipped, and used for the purpose of providing non-emergency medical transportation for wheelchair van medical passengers, and that is not routinely staffed or equipped with the medical equipment required for the specialized care provided in an ambulance.

Wheelchair van medical passenger means a medical passenger whose condition is such that the passenger may be transported seated in a wheelchair. The passenger must be able to sit erect, hold his or her head up, maintain an open airway without assistance, and self-administer any medical care needed en route.

(Code 1997, § 8.74.040; Ord. No. 4991, § 2(8.74.040), 2-26-2013; Ord. No. 5132, § 8.74.040, 11-17-2020)

Sec. 8.74.050. - System description.

Geopolitically, the County is divided into two County Service Areas: County Service Area No. 3, including the Lake Tahoe Basin, the City of South Lake Tahoe, and the Meeks Bay and Tahoma areas; and County Service Area No. 7, including the western slope of the County, and the City of Placerville. The County provides ambulance services consisting of two exclusive operating areas (EOA) and one non-exclusive operating area. Ambulances and other emergency medical services may be authorized pursuant to a contract with the County to provide services in areas of the County in which market rights are not exclusively assigned through an EOA.

A. *Exclusive operating areas (EOA).*

1. County Service Area No. 3—South Shore: The County procures 9-1-1 emergency and non-emergency ambulance transport, all ambulance interfacility transport, and critical care transport services through a contracted provider, and establishes an exclusive operating area through a competitive bidding process consistent with Health and Safety Code § 1797.224.
2. County Service Area No. 7: This area is an exclusive operating area served by the County for 9-1-1 emergency and non-emergency ambulance transports, and ambulance interfacility transports that originate and terminate in the County. The County is the sole provider of these services and has provided ambulance service in the same manner and

scope since January 1, 1981 pursuant to Health and Safety Code § 1797.224. The State of California Emergency Medical Services Authority has acknowledged and agreed that pursuant to Health and Safety Code § 1797.224, the County qualifies as an entity that has provided emergency medical services and ambulance transport services in CSA No. 7 in the same manner and scope since January 1, 1981. (Settlement Agreement, OAH Case No. 2019010199, dated July 18, 2019, approved July 23, 2019 by Administrative Law Judge.)

B. *Non-exclusive operating areas.*

1. County Service Area No. 3—West Shore: This zone is non-exclusive for all services.
2. County Service Area No. 7: This area is non-exclusive for non-emergency ambulance transports and ambulance interfacility transports that originate in the County and terminate outside of the County.
3. All areas within the County are non-exclusive for air ambulance and rescue aircraft services including air ambulance interfacility transports and critical care transports.
4. All areas within the County are non-exclusive for the provision of EMS services of advanced life support and limited advanced life support levels of care that are not provided by an ambulance.
5. All areas within the County are non-exclusive for the provision of medical transportation services providing non-emergency transportation of medical passengers.

C. *Areas bordering the County.* County may enter into contracts or mutual aid agreements for EMS service to bordering counties. Any exclusivity for these agreements will be determined by the County within which the service area lies.

(Ord. No. 4991, § 2(8.74.050), 2-26-2013; Ord. No. 5132, § 8.74.050, 11-17-2020)

Sec. 8.74.060. - Service requirements.

Ambulance services and all emergency medical services shall conform to all laws, rules, and regulations set forth in the Vehicle Code, Health and Safety Code, and all Federal, State and County codes, regulations, policies, procedures, and protocols applicable to emergency medical services and/or ambulance services. Nothing by way of this chapter shall be construed to conflict with existing State laws concerning emergency medical services.

A. *Ambulance.* Any person, owner, entity or agency operating, conducting, advertising, engaging in or professing to be engaged in the operation of any ambulance service, whether at the BLS, ALS, or CCT level, within the County must have a contract with the County in conformance with the requirements of this chapter prior to said operations.

1. All contractors of emergency ambulance services shall provide continuous 24-hour-per-day service, seven days a week, unless otherwise specified by the EMS agency in their contract.

2. All emergency and non-emergency ambulance responses and transports shall be provided at the ALS level, in conformity with the California Code of Regulations (22 CCR § 100167(b)(1)), State regulations and requirements, the County's Emergency Medical Services Agency Policy and Procedure Manual, Trauma Plan, and EMS Plan, County's field treatment protocols, and all agreements and contracts pertaining in whole or in part to patient care.
 3. The EMS Agency Medical Director shall set the standards for emergency medical dispatch.
 4. The ambulance contractor shall adhere to and provide to the EMS Agency a staffing or deployment plan that describes the contractor's method of operation within the County.
 5. No contractor shall cause or allow its ambulance to respond to a location without receiving a specific request from its designated dispatch center for emergency medical services at that location. In the case of a witnessed incident, the ambulance staff shall notify the designated dispatch center to be assigned to the incident.
 6. In the event that an ambulance contractor is unable to respond to an individual request for emergency medical service, that contractor shall immediately notify its designated dispatch center.
- B. *Air ambulance service.* Any person, owner, entity or agency operating, conducting, advertising, engaging in or professing to be engaged in the operation of any fixed or rotary wing air ambulance service, whether at the BLS, ALS, or CCT level, within the County; or any rotary wing air ambulance service based outside the County but providing air ambulance service within the County, must have a contract with the County in conformance with the requirements of this chapter prior to said operations. Any person, owner, entity or agency operating, conducting, advertising, engaging in or professing to engage in, fixed-wing air ambulance service based outside of the County and providing air ambulance services within the County must be appropriately licensed and authorized in their jurisdiction of origin.
1. Air ambulance contractors shall meet or exceed the requirements in California Code of Regulations, Title 22, Division 9, Chapter 8, §§ 100302 and 100306.
 2. Air ambulance contractors based within the State shall provide an ALS level of service in conformity with the requirements of California Code of Regulations, Title 22, Division 9, Chapter 8, § 100276 et seq.
 3. Air ambulance contractors shall meet or exceed all Federal licenses and permits necessary to provide air ambulance services.
 4. Air ambulance contractors, and any hospital at which an air ambulance is based, housed, or stationed either permanently or temporarily, shall meet or exceed all Federal, State and local regulations, ordinances, policies and procedures relating to air ambulances and

shall comply with all appropriate Federal aviation regulations pertaining to and including flight operations, pilot flight and time duty, flight crews, and maintenance inspections.

5. No air ambulance contractor shall cause or allow its air ambulance to respond to a location without receiving a specific request from the designated dispatch center for such service at that location. In the case of a witnessed incident, the air ambulance staff shall notify the designated dispatch center to be assigned to the incident.
6. In the event that an air ambulance contractor is unable to respond to a request for emergency medical service, that air ambulance contractor shall immediately notify the designated dispatch center.

C. *Rescue aircraft service.* The County may enter into one or more rescue aircraft transport contracts for the utilization of rescue aircraft in the prehospital emergency transport of a patient when use of an air ambulance or ambulance is not available or not appropriate under the circumstances. Rescue aircraft operations shall at all times be in conformance with the requirements of this chapter. Rescue aircraft transport contracts may be issued for the entire County or for specific primary response areas within the County.

1. A request for service from the designated dispatch center shall be deemed as authorization for the use of rescue aircraft operated by the California Highway Patrol, Department of Forestry, National Guard, or the Federal government.
2. In the event of a witnessed incident or where a rescue aircraft receives a request to respond from other than the designated dispatch center, the rescue aircraft contractor shall notify the designated dispatch center via radio or appropriate ground relay to be assigned to the incident.
3. In the event that a rescue aircraft contractor is unable to respond to a request for emergency medical service, that rescue aircraft contractor shall immediately notify the designated dispatch center.
4. No rescue aircraft contractor subject to this chapter shall cause or allow its rescue aircraft to respond to a location without receiving a specific request or assignment from the designated dispatch center for such service at that location. In the case of a witnessed incident, the rescue aircraft staff shall notify the designated dispatch center to be assigned to the incident.
5. Rescue aircraft providers, including any company, lessee, agency (excluding agencies of the Federal government), provider, owner, operator who provides or makes available prehospital air transport, or medical personnel, either directly or indirectly, shall adhere to all local statutes, ordinances, policies, and procedures applicable to EMS aircraft operations.

D.

Medical transportation services. Medical transportation services will not be provided on an exclusive basis. No permit is required to furnish, operate, conduct, maintain, or otherwise engage in or advertise medical transportation services in El Dorado County.

1. A medical transportation entity shall maintain equipment, personnel, and conduct operations in compliance with standards for reimbursement for nonemergency medical transportation services for eligible Medi-Cal beneficiaries pursuant to California Welfare and Institutions Code, Division 9, Part 3, Chapter 7 and California Code of Regulations, Title 22, Division 3, Chapter 3, Article 3, (22 CCR §§ 51200 and 51231.1).
2. No medical transportation entity shall furnish, operate, conduct, maintain, or otherwise engage in or advertise, offer, or profess to engage in ambulance service in El Dorado County unless they hold a currently valid ambulance operator's permit.
3. No medical transportation entity shall transport to an emergency department of an acute care hospital or utilize any ingress, egress, or parking specified for ambulances or emergency vehicles within the County.

E. *ALS services.* Anyone wishing to provide ALS services utilizing EMS personnel certified at the ALS or LALS level must do so pursuant to a contract with the County.

F. *Standby or special event.* ALS or LALS standby or special event coverage utilizing EMS personnel (non-ambulance services) will not be provided on an exclusive basis. EMS entities located outside the County utilizing EMS personnel may do so pursuant to a contract with the County for ALS or LALS level of service.

(Ord. No. 4991, § 2(8.74.060), 2-26-2013; ; Ord. No. 5132, § 8.74.060, 11-17-2020)

Sec. 8.74.070. - Rates.

A. *Ambulance rates.* The Board of Supervisors will establish the rates for emergency and nonemergency ambulance service. For non-exclusive operating areas for emergency or nonemergency ambulance service, the rates will be in accordance with the provider's contract.

(Code 1997, § 8.74.080; Ord. No. 4991, § 2(8.74.070), 2-26-2013; Ord. No. 5132, § 8.74.070, 11-17-2020)

Sec. 8.74.080. - Contract requirements.

A. *Applications.* Applications for a contract shall be submitted on forms supplied by the County and shall include all of the following information. If applicant is required to be licensed and permitted by the California Highway Patrol, they shall hold a valid license and permit prior to submitting the application:

1. The names and addresses of the applicant, registered owner, partner, officers, directors, and all shareholder who hold or control ten percent or more of the stock of the applicant, all cumulatively referred to hereinafter as "applicant;"

2. The name under which the applicant is, or proposes to engage in business;
3. The type and level of service proposed;
4. A statement specifying whether the applicant has provided any EMS services outside the County, and if so, under what name, what type of service, where and for how long;
5. A copy of a current CHP emergency ambulance nontransferable license unless exempt;
6. A copy of a current CHP authorized emergency vehicle permit for each ambulance if required by the CHP;
7. A copy of a current County business license and a copy of the business license for each city in which the applicant is doing business;
8. A statement of the legal history of the applicant inclusive of all criminal and civil convictions, suspensions and/or termination of EMS contracts. The statement shall be accompanied by a completed application for a criminal record check from the applicant;
9. A statement that the applicant will abide, where applicable, by regulations of the California Vehicle Code and the California Code of Regulations, Title 13, Motor Vehicles;
10. A statement specifying the education, training, and experience of the applicant in the care and transportation of patients;
11. A statement that the applicant understands and will comply with the County's EMS Agency's policies and procedures for staffing, equipment, and supply specifications and requirements, including automated external defibrillators (AEDs);
12. A detailed description of the applicant's training and orientation programs for all EMS personnel, inclusive of EMTs and EMT-Ps, CCT authorized personnel, dispatchers, drivers, and maintenance staff;
13. A detailed description of the radio equipment, including vehicle radios as well as cellular phones in use;
14. A detailed statement demonstrating that the applicant owns or controls, in good mechanical condition, the required equipment to consistently provide the type of EMS service for which the applicant is applying, and that applicant owns or controls a suitable facility from which contracted services will be operated, and the address and hours of operation for each facility listed;
15. A detailed description of the number of ambulances and/or EMS aircraft in use and for each: The make and model, year, vehicle identification number, State vehicle license number and proof of current Department of Motor Vehicles registration, where applicable proof of California Highway Patrol ambulance inspection report and ambulance identification certificate, and in the case of EMS aircraft, the aircraft registration number;
16. Evidence of insurance meeting the requirements of the County;

17. A statement that the applicant understands and will comply with the County's EMS vehicle inspection process including any required fees;
 18. A detailed description of the applicant's program for maintenance for vehicles and/or aircraft, and equipment;
 19. A quality assurance plan that meets EMS policies for the specific level of service;
 20. A detailed list of all EMS personnel, inclusive of EMTs, EMT-Ps, registered nurses, and physicians and surgeons, with each person's license and certification information, license number and expiration date, and issuing jurisdiction, as well as ambulance driver's certificate and Department of Motor Vehicle license classification, number and expiration date, pilot license, classifications and expiration;
 21. A staffing or deployment plan that describes the applicant's method of operation within the County;
 22. For air ambulance and rescue aircraft applications, applicant shall also include proof of registration with the FAA and licensure and certification within the local jurisdiction of origin including Commission on Accreditation of Medical Transport Systems (CAMTS) accreditation. Air ambulance applicants based outside the State of California shall have the burden to demonstrate approximate equivalence with State of California and County rules, regulations, and policies requirements;
 23. The application fee as set by the County;
 24. A statement that the applicant will participate in the County's disaster response plan;
 25. Any other information that the County deems necessary for determination of compliance with this chapter.
- B. *Application fees.* The County shall set the contract application fees by resolution. The fees shall not exceed the reasonable costs of administering and enforcing this chapter as determined by the Board of Supervisors. The application fee is nonrefundable. The ambulance inspection fee, if charged, may be returned if the applicant does not meet the basic requirements for an application and ambulances are not inspected.
- C. *Change in circumstances.* An applicant shall notify the Contract Officer, if any information in their application changes during the pendency of their application and shall provide, within five days of that notification, updated information. In the event of a change in ownership of the applicant, the successor owner shall submit a new application.
- D. *Application review, approval, or denial.*
- 1.

Review of application. Within 60 days of receipt of a completed application and fee, the Contract Officer shall review the application, the site of operation, vehicles, and any other information the County deems necessary to ensure compliance with this chapter and shall determine if an extension is necessary or make a determination of:

- a. Whether the applicant has submitted all of the required application information;
 - b. Whether the applicant meets all the requirements of applicable laws, regulations and policies, and this chapter;
 - c. Whether the applicant's vehicles, equipment, and appurtenances including radios, are in good working order and the vehicles pass inspection in accordance herein;
 - d. Whether the applicant is able to provide the requested service that meets the needs of the County and the public;
 - e. Whether the applicant has knowingly made a false statement of fact and/or knowingly failed to disclose pertinent facts, in the application, or committed any other act involving dishonesty, fraud, deceit or moral turpitude; and
 - f. Whether the applicant previously held a contract that was terminated or suspended, and whether the grounds for such termination or suspension remain.
2. *Approval of application for contract.* If it is determined that the applicant meets all requirements within this chapter, the County shall approve the application and the Contract Officer shall issue the appropriate contract.
3. *Denial of application for contract.*
- a. If the application is not complete, the application shall be returned to the applicant. If it is determined that the applicant does not meet all requirements of this chapter, then County shall deny the application and Contract Officer shall notify the applicant in writing by certified mail.
 - b. Denial of applications shall be final unless applicant complies with the appeal procedure herein.
 - c. Denial of an application may be appealed in writing to the Chief Administrative Officer within 15 business days from the date of the mailed notice of denial. The appeal shall be signed by an authorized representative of appellant and shall set forth all relevant facts and law in support of the appeal.
 - d. The decision of the Chief Administrative Officer is final, unless otherwise provided by law.
 - e. Evidence. An appeal to the Chief Administrative Officer need not be conducted according to the technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is of such nature as responsible persons are accustomed to rely on in the conduct of serious affairs. Written statements by a County officer or employee, an officer

or employee of the State, or an officer or employee of any law enforcement or fire protection district acting in the course and scope of their official duties or employment may be accepted as evidence. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions. Irrelevant or unduly repetitious evidence shall be excluded.

- E. *Term.* A contract is valid for the period of time, and subject to the limitations, contained therein. Terms for renewal of contracts, if applicable, will be defined in the contract.
- F. *Exceptions to contract requirements for ambulance.* The ambulance contract requirements shall not apply to the following:
 - 1. Vehicles operated at the request of local authorities during any declared state of war emergency, state of emergency or local emergency, as defined in the Government Code or other periods of disaster or mass casualty incidents;
 - 2. Ambulances based and properly permitted outside the County transporting a patient into the County or transporting a patient through the County. In order to maintain proper medical control, communications shall be maintained under the requirements of the authorizing jurisdiction of origin of the transporting vehicles;
 - 3. Vehicles operated by governmental agencies and contractors of Federal or State agencies providing services under the authority of the governmental agency;
 - 4. As part of mutual aid requested by local authorities, a contracted provider, an incident commander, designated dispatch center or the County. Mutual aid providers must be properly licensed and authorized to provide services within their jurisdiction of origin.
- G. *Exceptions to contract requirements for EMS aircraft.* The County may allow air ambulances and rescue aircraft to operate within the County without contracts as follows:
 - 1. At the request of local authorities during any declared state of war emergency, state of emergency, or local emergency as defined in the Government Code or other periods of disaster or mass casualty incidents;
 - 2. Where governmental agencies of Federal or State contractors are providing services under the authority of that governmental agency;
 - 3. As part of mutual aid requested by local authorities, an incident commander, designated dispatch center or the County. Mutual aid providers must be properly licensed and authorized to provide services within their jurisdiction of origin;
 - 4. In cases in which the County determines that the use of specialized aircraft or clinical teams may provide a benefit to the health and safety of a patient or the County;
 - 5. In cases in which the performance characteristics of a particular aircraft may allow the safe completion of a specific medical flight that could not be safely accomplished using a currently contracted air ambulance.

H. *Changes to operations.* The contractor shall notify the County about changes to business location and phone numbers, hours of operations, service charges and rates, insurance coverage, changes to the applicant, registered owner, partner, officer, director, controlling shareholder, or any other substantive change to the application on file, within 15 days of such changes.

(Ord. No. 4991, § 2(8.74.080), 2-26-2013; Ord. No. 5132, § 8.74.080, 11-17-2020)

Sec. 8.74.090. - Clinical requirements.

The Medical Director shall have medical control. All EMT and EMT-P personnel working in the County shall provide patient care in accordance with medical care policies, procedures, and protocols promulgated by the EMS Medical Director and shall provide the Medical Director with full access to all medical information pertinent to clinical care, data collection, evaluation and analysis.

(Ord. No. 4991, § 2(8.74.090), 2-26-2013; Ord. No. 5132, § 8.74.090, 11-17-2020)

Sec. 8.74.100. - Operational requirements.

A. *Personnel standards and training requirements.* A contractor shall only employ personnel who comply with the requirements of the California Code of Regulations, Title 22; Health and Safety Code § 1797 et seq.; this chapter; and the County's Emergency Medical Services Agency Policy and Procedure Manual.

1. *Ambulance personnel.* Each ambulance shall be staffed with no less than one EMT-P and one EMT, and shall be equipped with appropriate medical equipment and supplies.
 - a. Ambulance staff shall have satisfied the provisions of the California Code of Regulations §§ 1100.3 and 1101; Vehicle Code § 12527; and Health and Safety Code § 1797.160.
 - b. Ambulance staff shall be proficient in safely operating the vehicle assigned including defensive drivers training, and shall within 12 months of employment successfully complete an emergency vehicle operators course (eight-hour) which has been submitted to and approved by the County.
 - c. Ambulance staff shall be trained and competent in the proper use of all emergency vehicles and medical equipment, and shall hold the appropriate level of certification and/or accreditation to the level of service provided as specified in the contract.
2. *Critical care transport (CCT) personnel.* Each CCT vehicle shall be staffed with a minimum of one EMT and one specially trained and authorized EMT-P, or two EMTs and at least one registered nurse, physician, respiratory therapist, perfusionist, physician assistant, nurse practitioner or nurse mid-wife as determined by the physician responsible for the patient in accordance with policies established by the EMS Agency Medical Director. If the registered nurse, physician, or other advanced clinical attendant is also certified as an EMT or licensed as an EMT-P, the second EMT will not be required.

3. *Interfacility transport (IFT) personnel.* Each IFT shall be staffed with no less than one EMT-P and one EMT.
 4. *Air ambulance personnel.* Air ambulances based in California shall be appropriately staffed and equipped to the advanced life support level pursuant to the requirements established in the California Code of Regulations, Title 22, Division 9, Chapter 8 (22 CCR § 100276 et seq.).
 - a. If an air ambulance contractor utilizes flight nurses, contractor shall ensure that all flight nurses are licensed by the State. Flight nurses whose license has lapsed shall not be allowed to provide prehospital care within the County until they have met all requirements to bring their license current. Contractor shall ensure compliance with all regulations from the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9; and the California Nurse Practice Act of 1974.
 - b. Air ambulances based outside the State shall be appropriately staffed and equipped to the advanced life support level pursuant to the State and local requirements of their jurisdiction of origin.
 5. *Rescue aircraft personnel.* Rescue aircraft based in the State shall be appropriately staffed and equipped to the classified level of service provided in accordance with the California Code of Regulations, Title 22, Division 9, Chapter 8 (22 CCR § 100281 et seq.).
 6. *ALS service personnel.* All ALS service personnel shall be licensed and accredited at the ALS level.
 7. *Standby or special event personnel.* All special event personnel shall be licensed and accredited at the ALS or LALS level.
- B. *Equipment and supply requirements.* Each contractor shall meet or exceed the medical equipment and supply requirements set forth in Federal and State law, the California Code of Regulations, this chapter, the County's Emergency Medical Services Agency Policy and Procedure Manual, together with the following requirements applicable to the level of service being offered:
1. *Ambulance, critical care transport, and interfacility transport.* Each ambulance shall be equipped according to the vehicle safety and equipment requirements of the California Vehicle Code and the California Code of Regulations, Title 13, Motor Vehicles, and shall carry a photocopy or original current vehicle registration, current insurance identification, and unless otherwise exempt, a current California Highway Patrol inspection permit authorizing the use of the vehicle as an ambulance. Each interfacility transport by ambulance shall meet the requirements of this section. Each critical care transport vehicle shall also carry additional equipment and supplies as required by the sending physician.
 2. *Air ambulance interfacility transport.* All interfacility transports by air ambulance shall meet the requirements for air ambulance and rescue aircraft equipment and supplies set forth in California Code of Regulations, Title 22, Division 3, Chapter 8, Article 5 (22 CCR § 100306).

3. *ALS service.* ALS service providers shall be equipped and supplied in accordance with the requirements for the level of service identified in their contract.
4. *Standby or special event.* Standby or special event providers shall be equipped and supplied in accordance with the requirements for the level of service identified in their contract.

(Code 1997, § 8.74.060; Ord. No. 4991, § 2(8.74.100), 2-26-2013; Ord. No. 5132, § 8.74.100, 11-17-2020)

Sec. 8.74.110. - Insurance requirements.

- A. Each contractor shall secure and maintain at its sole expense in full force during the entire contract term, automobile, public liability, aircraft liability, general liability, workers compensation, and professional liability error and omissions, insurance as required by, and in the form and amounts with the endorsements and conditions established by, the County's Risk Manager.
- B. Each contract shall contain provisions, subject to County Counsel review and approval, that the contractor agrees to protect, hold harmless and defend the County, its board, agents, officers, and employees from any and all claims or actions for property damage, personal injury, sickness, disease, or economic and consequential losses, in any way arising out of or incident to the contractor's acts or omissions under this chapter, and to pay any and all judgments, costs, attorney's fees which may be rendered against the County, its board, agents, officers, and employees in any and all such actions and proceedings.

(Code 1997, § 8.74.130; Ord. No. 4568, 12-12-2000; Ord. No. 4991, § 2(8.74.110), 2-26-2013; Ord. No. 5132, § 8.74.110, 11-17-2020)

Sec. 8.74.120. - Advertising.

All advertising shall comply with the following requirements:

- A. Advertising shall comply with Health and Safety Code § 1797.180, California Code of Regulations, Title 13 and Title 22, and regulations promulgated by the Commissioner of the California Highway Patrol.
- B. Any use of a telephone number on an ambulance for non-emergency ambulance services shall include the phrase "For Emergencies Dial 9-1-1" in capital letters that are at least as large as the letters used for the telephone number.

(Ord. No. 4991, § 2(8.74.120), 2-26-2013; Ord. No. 5132, § 8.74.120, 11-17-2020)

Sec. 8.74.130. - Emergency and disaster operations.

- A. In the event of a disaster or mass casualty incident, the ability of the County to provide necessary prehospital emergency medical services may be disrupted or be inadequate for the number of casualties. It is necessary, therefore, that all contractors be available to assist disaster or mass

casualty incidents. The County will determine the amount of the assistance needed, acceptable ambulance staffing and configuration, and may authorize the dispatch of ambulances as permitted by law. Each contractor shall make available and place into service all licensed and properly equipped units at the request of the County. The County will coordinate all medical mutual aid requests through the County designated dispatch center.

- B. Contractor shall have its disaster response and personnel callback plan on file with the County EMS Agency.
- C. All management and field personnel of the contractor shall follow guidelines and directions of the County's multi-casualty incident plan during these emergency operations.
- D. The County may assist the contractor in seeking reimbursement for contractor costs from any disaster relief monies. The County shall have no financial responsibility for these costs or charges.
- E. Contractors who provide emergency medical response shall participate at least once per year in a County-organized or approved disaster exercise by sending one fully staffed emergency ambulance and one representative from management. A minimum 90-day written notice from the EMS Agency or its designee will be provided. All costs associated with their participation in the disaster exercise shall be the sole responsibility of the contractor.

(Code 1997, § 8.74.090; Ord. No. 4991, § 2(8.74.130), 2-26-2013; Ord. No. 5132, § 8.74.130, 11-17-2020)

Sec. 8.74.140. - Enforcement.

A. *Inspections and investigations.*

1. The County shall have the right to inspect, and audit, records, facilities, equipment, supplies, personnel, and methods of operation of a contractor whenever the County deems such inspection necessary.
2. The contractor shall cooperate with County in any investigations or possible violations of this chapter and shall make all dispatch logs and similar dispatch records including tape recordings available for inspection and copying at reasonable times at the contractor's regular place of business. All tape recordings shall remain available for a minimum of 60 days from the date the recording was made.
3. The contractor shall allow County to inspect on a pre-announced or unannounced basis all emergency medical services vehicles and aircraft used by the contractor within the County. The purpose of such inspection is to determine if the vehicle or aircraft and its equipment and supplies are in good working order, properly maintained and equipped for the provision of the emergency medical services for which it is contracted. The inspection for ambulances will be for all equipment identified in the County's Emergency Medical Services Agency Policy and Procedure Manual which has not been inspected by the California Highway Patrol under the

California Code of Regulations, Title 13, Vehicle Code §§ 1103 and 1103.2. The contractor shall inform the County of any suspension and/or revocation of their California Highway Patrol ambulance service license or vehicle certificate or permit for vehicles used within the County.

B. *Consumer complaints.* Any person alleging that a contractor has provided unsatisfactory or inappropriate emergency medical services may file a written complaint with the Contract Officer setting forth such allegations. The Contract Officer shall notify the contractor in writing of the receipt of the complaint. The Contract Officer shall investigate the complaint to determine whether the Contractor has committed any improper act or failed to satisfactorily perform any duty specified in this chapter. Contractor may provide a written response to the Contract Officer in writing within ten business days from the receipt of that notification. If the Contract Officer determines that a contractor has committed a violation of this chapter, the Contract Officer shall take timely and reasonable actions to secure compliance with the conditions and provisions of this chapter. If the Contract Officer is unable to secure compliance, the Contract Officer will initiate action to suspend, revoke, or terminate the contract.

C. *Suspension and/or termination.*

1. Following the procedures specified in the contract, the County may suspend a contractor or terminate a contract for:
 - a. Violating any provision of the contract;
 - b. Violating any provisions of this chapter or violating any provisions of statute, regulations or other laws relating to emergency medical services;
 - c. Changing the operational or financial capabilities of the contractor in such a manner that had that change been known at the time of the application, the application could have been denied;
 - d. Failing to pay any fine issued pursuant to this section within ten business days.
2. In addition to the above, the County may suspend or terminate an emergency medical services contract as specified in the contract.
3. Suspension is not a condition precedent to termination.

D. *Penalties.* The County may impose fines for noncompliance infractions of this chapter as defined in the terms and/or conditions of a contract. If fines are not specified in the contract, infractions of a contract are punishable by a fine not exceeding: \$100.00 for a first violation; \$200.00 for a second violation of the same infraction within one year; and \$500.00 for each additional violation of the same infraction within one year.

E. *Appeals.*

1. Requests to challenge the decision to terminate a contract will be conducted as specified in the contract.

2. Notification. When a contract is terminated, the Contract Officer shall notify all public safety agencies, hospitals and other interested parties in the County of this fact, specifying the name of the contractor and the action taken.

(Code 1997, § 8.74.120; Ord. No. 4991, § 2(8.74.140), 2-26-2013; Ord. No. 5132, § 8.74.140, 11-17-2020)