



## El Dorado County Emergency Services Authority

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### JPA Systems Status Management Committee Meeting

Wednesday, February 19, 2013 – 9:00 a.m.

DS/ED Fire Station #49, Conference Room, 501 Main Street, Diamond Springs, CA

### AGENDA

Item	Presenter
<b>1. Approval of Agenda</b>	<b>Sanders</b>
<b>2. Review/Approve SSMC Meeting Minutes/Notes:</b> 2.1. January 15, 2014	<b>Sanders</b>
<b>3. Training Update</b> 3.1. Target Solutions 3.2. EPCR Training Course	<b>Ransdell Hackett</b>
<b>4. Old Business</b> 4.1. Response Time Reports/Medic Move-Up Statistics for December 4.2. Miwok Contract Status/Impact	<b>Sanders Hackett Hackett</b>
<b>5. New Business</b> 5.1 Review and Approve ALS Ambulance Agreement with updates.	<b>Sanders</b>
<b>6. Committee Reports</b> 6.1 EPCR Working Group 6.2 MAC Committee 6.3 Ambulance Spec Committee 6.4 Equipment and Supply 6.5 Technology 6.6 Interfacility Skilled Nursing EMD Card 33	<b>Hackett/ Sanders     Mitchell</b>
<b>7. Standing Items</b> 7.1 Upcoming Events	
<b>8. Adjournment</b>	<b>Sanders</b>

Next Meeting ~ March 19, 2014

\*Please park at the Fireman's Hall or the JPA parking lot as the commercial businesses need their parking available for customers ~ Thank you \*



## El Dorado County Emergency Services Authority

### JPA Systems Status Management Committee Meeting

Wednesday, January 15, 2014 – 9:00 a.m.

DS/ED Fire Station #49, Conference Room, 501 Main Street, Diamond Springs, CA

### Minutes

#### Attendees:

Agency	Present	Representative	Present	Alternate
Cameron Park Fire	<input checked="" type="checkbox"/>	Battalion Chief Justin Sanders, <i>Chair</i>	<input type="checkbox"/>	Battalion Chief Dave Wood
Diamond Springs Fire	<input type="checkbox"/>	Assistant Chief Bryan Ransdell, <i>Vice Chair</i>	<input type="checkbox"/>	Chief Rob Combs
El Dorado County Fire	<input type="checkbox"/>	Chief Mike Hardy	<input checked="" type="checkbox"/>	Division Chief Tim Cordero
El Dorado Hills Fire	<input checked="" type="checkbox"/>	Chief Dave Roberts		<i>none designated</i>
Garden Valley Fire	<input type="checkbox"/>	Chief Bill Dekker	<input type="checkbox"/>	Assistant Chief Bob Bement
Georgetown Fire	<input checked="" type="checkbox"/>	Chief Greg Schwab	<input type="checkbox"/>	Captain Greg Bueghley
Latrobe Fire	<input type="checkbox"/>	Chief Chris Couper		<i>none designated</i>
Mosquito Fire	<input type="checkbox"/>	Interim Chief Tom Stuart	<input type="checkbox"/>	Chief Curtis Schleth
Pioneer Fire	<input checked="" type="checkbox"/>	Interim Chief Todd Cunningham	<input type="checkbox"/>	Battalion Chief Jack Daniels
Rescue Fire	<input checked="" type="checkbox"/>	Chief Tom Keating	<input type="checkbox"/>	Board Chair Anne Walker
Joint Powers Authority	<input checked="" type="checkbox"/>	Executive Director Marty Hackett	<input checked="" type="checkbox"/>	Rita Gonzales

Quorum was present.

**Guests/Other Attendees:** Rich Todd, EMSA; Grant Ingram, Cameron Park Fire/EPCR Committee Chair; Michele Williams, Marshall Hospital; Robyn MacKenzie, EDH Fire/EPCR Committee; Susan Johnson, GT Fire/EPCR Committee; Anthony Schwartz, Forte Holdings; Kristy Monroe, HHS Billing; Chris Cottingham, JPA IT, Leah Yaws, DS Fire; Kim George, SLTFD.

Pledge of Allegiance and Meeting called to order at **09:00** hours.

#### 1. Approval of Agenda

**Motion** to approve agenda by Chief Keating seconded by Chief Roberts and motion carries unanimously.

#### 2. Review/Approve SSMC Meeting Minutes of December 17, 2013

**Motion** to approve minutes by Chief Keating seconded by Chief Roberts and motion carries unanimously.

#### 3. EPCR Program Plan

- New Operational period will be January 2014 to April 30, 2014. At that time the JPA will meet with the Systems Status Management Committee regarding the status of the iPCR system to discuss the Forte Holdings contract.
- Anthony Schwartz with Forte Holdings will be invited to all meetings of the EPCR Committee to improve communications.
- EPCR Committee will have direct communication with Forte concerning needs or issues; Priorities will set by JPA only.

- Continued use of paper PCRs until we can ensure stability of the iPCR system for accurate documentation and billing purposes.

#### 4. EPCR Committee Field Test, Training and CQI Plan

- Testing will verify the following: all PCRs are accurate and 100% complete, all to billing module accurate, 100% complete and all accounted for; CQI meet industry standard; NEMSIS compliant; Discussion of the use of a monthly report to use for NEMSIS data validation;
- There will be a Billing meeting to determine what meets their needs; next week preferably, then meet with Forte with testers, and CQI.
- Test group will consist of 2 medics from El Dorado Hills Fire and 2 from Diamond Springs Fire. They will establish the test parameters, structure and get together with Kristy/Billing for input and report plan back to the Committee.
- Training component – will include input from the test group, billing, CQI.
- Chief Cordero believes training should be done first and then test and then see the product performance to ensure the training is correct.
- Anthony Schwartz indicated Forte has standard iPad training already, but would structure training specific to our account, our needs; set outline will take the user thru the process end to end.
- Chief Sanders spoke about the need to immediately address who we ensure iPad have the correct IOS and iPCR version. Chris Cottingham, JPA iPad IT support and Director Hackett talked of performing those updates at the JPA office or at the fire stations due to Wi-Fi restrictions. Communication needed to emphasize the importance of completing all updates as soon as available and if an emergency call makes that impossible when first prompted, to ensure it is done by end of shift.
- JPA IT has MDM Airwatch installed on the iPads for usage tracking and application usage; allows us to see which operating system is there. iTunes must be kept up to date as well.
- Rich Todd talked about individual agency enforcing responsibility to submit PCR in a complete and timely manner and any/all consequences for not meeting those obligations. Providing the proper training will help ensure a complete PCR. If consistent problems with an individual or medic unit, JPA addresses with that agency; if still no resolution, JPA administrator will communicate that to the JPA Board of Directors.
- Cardiac monitor and ECG example of billing found a lot with erroneous tags where none was used even though it was indicated on the PCR. These errors are to be addressed with paper addendums submission.
- Discussed communication method for Release Notes/System Issues/Best Practices; Could it be assigned on Target Solutions? Not all agencies currently use Target Solutions. EMSA has a blast email policy in place that could possibly be an option.
- Access issues. Administrative rights removed from all users except the JPA. Need to work with Forte Holdings to establish then implement new roles before next go live.
- Ability to add the ECG strip and hospital cover sheet to the PCR needs reviewed. Training opportunity. Zoll monitor, Rescue net stores all on their cloud. They are PDFs, gets scanned into patient record per Michelle. E series monitor not blue tooth capable prevents us from doing that. Financial restrictions prevent the purchase of all new monitors as new ones start at \$35k.
- Testing results will help determine how we roll it out.

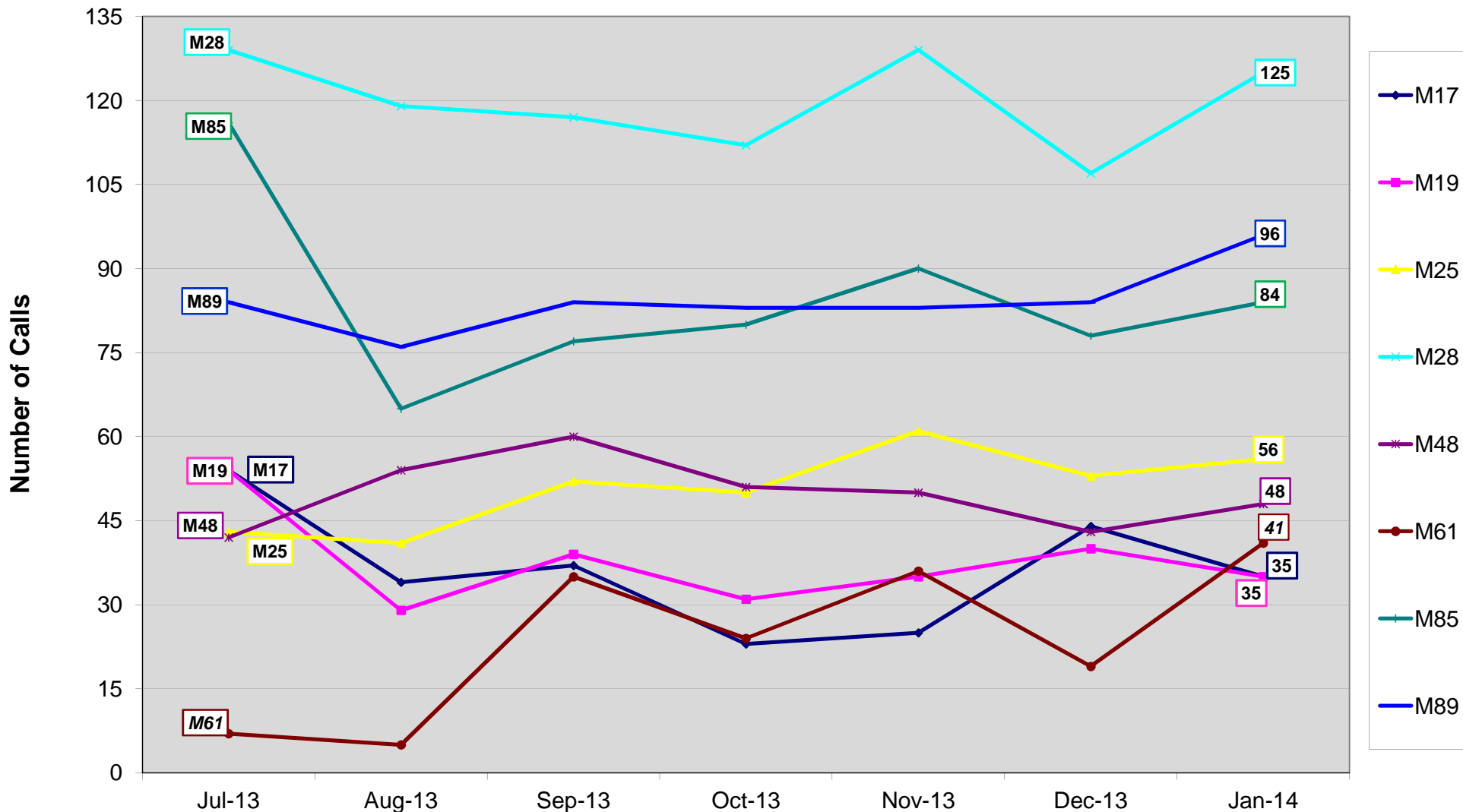
#### 5. Adjournment – 11:03 pm

*Meeting adjournment **motioned** by Chief Keating seconded by Chief Cordero and motion carries unanimously.*

Next Meeting ~ February 15, 2014 at 9 a.m.

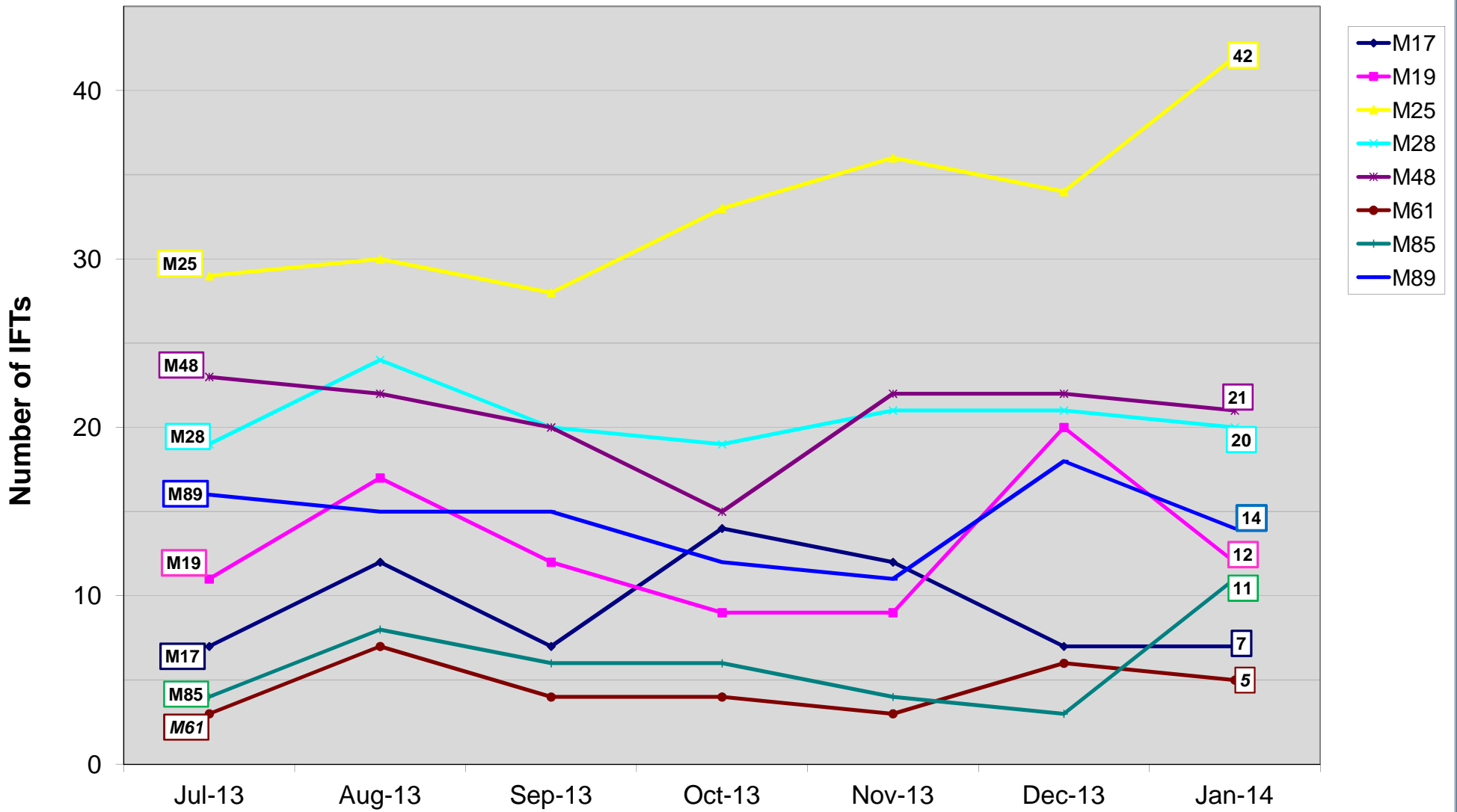
\*Please park at the Fireman's Hall or the JPA parking lot as the commercial businesses need their parking available for customers ~ Thank you \*

### Move-up and Cover - FY 13/14



January = 483    FY13/14 YTD = 2,865

### Medical Transfers - FY 13/14

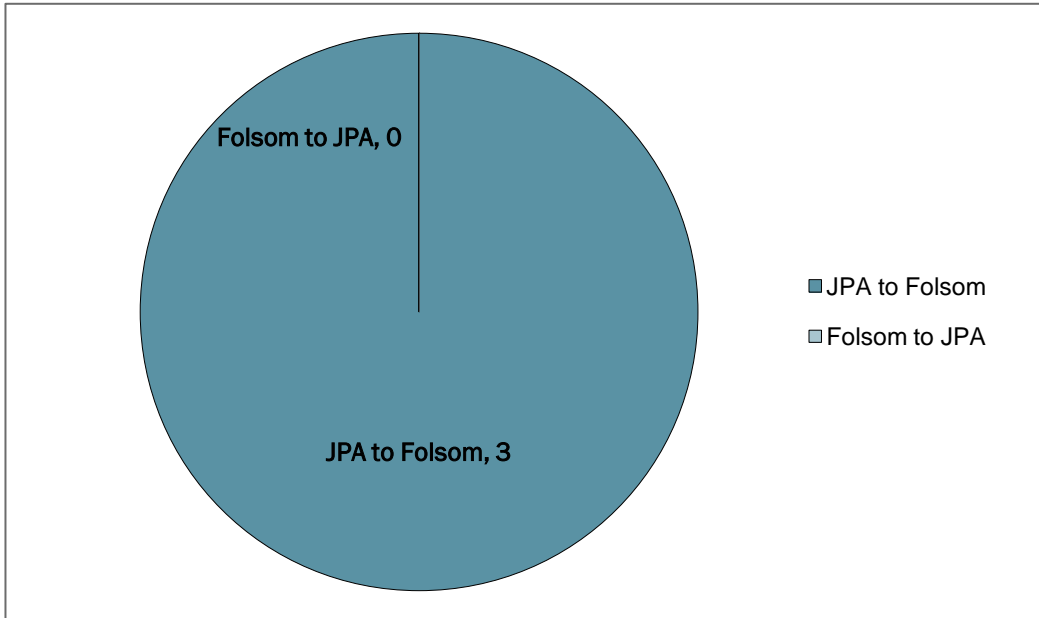


JanuaryTransfers = 132    FY 13/14 YTD = 724

## Mutual Aid - January 2014

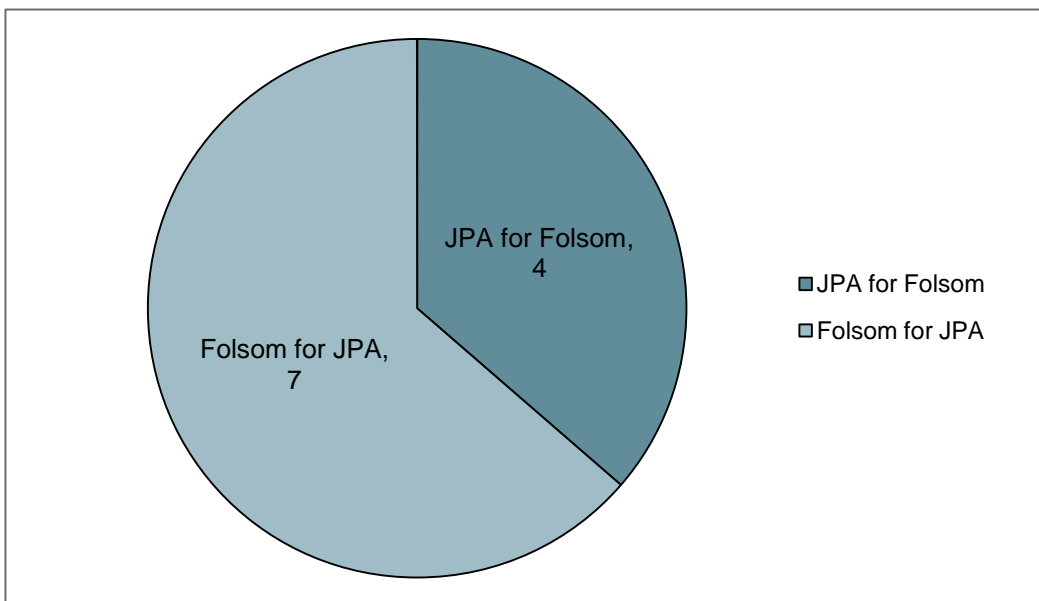
### MOVE-UPS

<b>JPA to Folsom</b>	<b>3</b>
Folsom to JPA	0



### MEDICAL CALLS

<b>JPA for Folsom</b>	<b>4</b>
Folsom for JPA	7





# El Dorado County Emergency Services Authority

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

1. This Agreement made and entered into by and between the El Dorado County Emergency Services Authority (hereinafter referred to as "JPA"); and the XXXXXXXX Fire Protection District (hereinafter referred to as "Member Agency"), whose principal place of business is XXXXXXXXXX.

### RECITALS

2. WHEREAS, the JPA is responsible for providing Advanced Life Support [ALS] prehospital medical care within its jurisdiction, in compliance with the Contract for Prehospital Advanced Life Support and Dispatch Services with the County of El Dorado [Master Contract]; and
3. WHEREAS, Member Agency desires to provide ALS services in El Dorado County, be it for an emergency, at a special event, or routine medical transportation; and
4. WHEREAS, the Member Agency, from time to time is requested to provide Standby Services for Special Events, such as for an event where spectators and/or participants in the event have a potential for illness or injury, or for any situation where an event results in a gathering of persons in one general locale, sufficient in numbers, or engaged in an activity, that creates a need to have one or more EMS resources at the site as defined by EMS Agency Policy issued by the EMS Agency Medical Director; and
5. WHEREAS, the JPA and the Member Agency agree that it is necessary to clearly define all expectations and regulations regarding the provision of Standby and Special Event Services in the current Member Agency Contract; and
6. WHEREAS, this Agreement is developed in compliance with the Master Contract with the County of El Dorado; and
7. WHEREAS, Member Agency agrees to comply with the requirements of the California Health and Safety Code, Division 2.5, Section 1797 et seq.; California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167; the County Emergency Medical Service and Medical Transportation Ordinance; the Contract for Prehospital Advanced Life Support and Dispatch Services with the

County of El Dorado; the standards of the El Dorado County EMS Agency, including but not limited to the County EMS Agency Policy and Procedure Manual, El Dorado County Trauma Plan, and applicable agency, State or local statutes, ordinances or regulations; and

8. WHEREAS, the El Dorado County EMS Agency Medical Director, [EMSA MD] through the County EMS Agency, and as defined in the Master Contract, has the authority to develop overall plans, policies, and medical standards to ensure that effective levels of ALS care are maintained within the County; and that the EMSA MD has the authority for establishing the minimum required medical equipment, medication inventories, and medical protocols, with exception to ambulance specifications; and
9. WHEREAS, the JPA and the Member Agency agree that a higher level of medical training may be necessary to provide patient care. The JPA may require the Member Agency to provide a higher standard of medical training than is required by the California Code of Regulations Title 22; and
10. WHEREAS, the EMSA MD shall have retrospective, concurrent, and prospective medical control including access to all medical information pertinent to data collection, evaluation and analysis; and
11. WHEREAS, County is a Covered Entity, as defined in the Privacy Rule of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 ("HIPAA") and Member Agency is defined as a Business Associate of the County under this law, which requires protection of any disclosure of PHI pursuant to this Agreement; and includes adherence to the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-005; the Genetic Information Nondiscrimination Act (the GINA).
12. Definitions contained in the Master Contract are herein incorporated into this Agreement by reference.

### SCOPE OF SERVICES

13. Member Agency agrees to provide full service ALS Services as described in this Agreement, and the terms and conditions of the El Dorado County Emergency Medical Service and Medical Transportation Ordinance. In the performance of its obligation hereunder, it is agreed that the Member Agency is subject to the medical control of the EMSA MD, and to the control or direction of the JPA.
14. Member Agency shall provide prehospital ALS service response on a continuous twenty-four (24) hour per day basis, unless otherwise specified by the County EMS Agency, in which case there shall be adequate justification for the exemption, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4,



Article 7, Section 100167. Part-Time Advanced Life Support (PTALS) providers are exempt from this provision.

15. Member Agency shall at all times meet the requirements set forth by the California Highway Patrol; the California Vehicle Code; the State of California Health and Safety Code; the State of California Emergency Medical Services Authority, the California Code of Regulations, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance, the El Dorado County EMS Agency Policies, Procedures and Field Treatment Protocols, and any other applicable statute, ordinance, and resolution regulating ALS services provided under this Agreement, including but not by way of limitation, personnel, vehicles, equipment, services, and supplies which are the subject of this Agreement.
  - In the event of any conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement shall be met.
16. This Agreement is for prehospital ALS services provided in the primary response area of El Dorado County known as CSA No. 7. Member Agency shall be responsible for providing prehospital ALS services for all requests for ALS service received from any person or any agency in the coverage area and dispatched through the designated dispatch center.
17. Member Agency shall ensure that personnel shall be familiar with local geography throughout the primary response area.

#### SERVICE STANDARDS

18. Member Agency shall respond to requests for emergency medical services from the designated dispatch center. If an ALS unit responds to an emergency medical service without authorization from the designated dispatch center the ALS unit shall notify the dispatch center immediately of such response.
19. Member Agency shall immediately respond to requests for emergency medical service to the address or place given unless diverted by the designated dispatch center.
20. Member Agency shall promptly respond an ALS ambulance to the emergency call unless diverted by the designated dispatch center pursuant to the JPA's System Status Management Plan.
21. Ambulances shall notify the designated dispatch center when in route to, upon arrival at scene, upon departure from the scene, upon arrival at hospital, and upon departure from hospital. Ambulances shall notify the designated dispatch center when they are committed to a call, out of service, or when any other status change occurs.

22. Ambulances shall notify the base hospital and give a report on patient status, treatment given, and shall communicate current and ongoing patient assessments to the Base Hospital, and collaborate with Base Hospital in the provision of care, and follow physician or MICN direction as instructed.
23. If contact with the base Hospital is not obtainable, the Paramedic[s] shall operate under El Dorado County Treatment Protocols.
24. In the event that Member Agency is unable to respond to a request for an ambulance, the Member Agency shall immediately notify the designated dispatch center.
25. Member Agency shall not advertise itself or the responding unit as providing ALS services unless routinely providing ALS services on a continuous twenty-four (24) hour-per-day basis, as provided in the California Code of Regulations, Title 22, Division 9, Chapter 4, Article 7, Section 100167.
26. Member Agency shall meet the maximum response time criteria as established in the Master Contract.
27. Member Agency shall implement said ALS services as a part of the JPA's response system within the Primary Response Area, and adhere to a System Status Management Plan developed by the JPA at all times during the term of this Agreement.
28. The Member Agency shall abide by the policies and operating procedures set forth by the JPA to meet the implementation of the System Status Management Plan including system move-up, staffing adjustments, transfers, standbys, and all other activities of the ambulance service.

#### Standby and Special Event Coverage

##### A. Non-dedicated Standby Ambulance Service

Upon request by law enforcement and/or fire departments, and where available units/staffing exist, the Member Agency may furnish courtesy stand-by ambulance coverage at emergency incidents involving a potential danger to the personnel of the requesting agency or the general public.

Other community service oriented entities may request non-dedicated standby ambulance coverage for special events from the Member Agency. The Member Agency is encouraged to provide such non-dedicated stand-by coverage to events when possible.

The Member Agency will offer such non-dedicated standby ambulance services at no charge.

##### B. Dedicated Standby Ambulance Service

Community service oriented entities or commercial enterprises may request dedicated stand-by ambulance coverage for special events from the Member Agency. Each dedicated standby ambulance service event shall have a two-hour minimum.

The Member Agency will offer such dedicated standby ambulance services at the rates established by the El Dorado County Board of Supervisors. The Member Agency is hereby authorized by JPA to execute any necessary contracts for these services with the requester of services. Member Agency shall secure all billing information required by County so that County can bill the responsible parties for such services, and provide to the JPA a copy of any such contract and required billing information.

### DESIGNATIONS

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

### PERSONNEL

31. Member Agency shall ensure that all Paramedic personnel are licensed by the State of California and accredited with the County EMS Agency. Member Agency shall ensure that EMT personnel are State of California certified. Personnel whose certification/accreditation has lapsed shall not be allowed to provide prehospital care within El Dorado County until they have met all requirements to bring current their certification/accreditation.
  - A. Member Agency shall ensure compliance with all EMT and EMT-P regulations from the State of California Health and Safety Code, Division 2.5, and Title 22, Division 9, and ensure that the County EMS Agency Policies, Procedures and Field Treatment Protocols are followed. For each new employee, Member Agency shall provide a copy of such records of certification and/or accreditation to the JPA.
  - B. Member Agency shall ensure that all personnel will not use intoxicating substances while on duty, nor shall they be used in the eight (8) hours prior to reporting for duty.
32. Member Agency shall maintain a minimum ambulance staffing level of not less than one (1) EMT and one (1) Paramedic.

33. In the case of a Critical Care Transport (CCT), each CCT ambulance shall be staffed with a minimum of one EMT and qualified medical person(s) to provide critical care during transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.
34. Member Agency shall ensure that the medical certification and/or accreditation level of all personnel be clearly displayed. Said identification shall be worn as deemed operationally necessary.
35. The maximum unit hour utilization (UHU) for 24-hour ambulance transport unit crews shall not exceed 0.40 continuously without County approval. County shall review the JPA's System Status Management Plan any time the ratio of transports to unit-hour production exceeds 0.40 UHU.
36. Member Agency shall maintain good working relationships with fire agencies; first response agencies; law enforcement; base hospitals; County EMS Agency; and City and County staff. The conduct of personnel must be professional and courteous at all times.
37. Member Agency shall conduct annual written performance evaluations on each employee with regard to their medical duties and performance.
38. Member Agency shall participate in the Department of Motor Vehicle Pull Notice program for regular updates of employees' driver's license status.
39. Member Agency shall comply with all applicable JPA policies, operating procedures, and standards.
40. The Member Agency will negotiate individually with recognized employee organizations for wage and fringe benefits as well as working conditions, and that there may be some differences between Member Agency's policies resulting from such memoranda of understanding.
41. The Member Agency shall not make a final decision on its employees' Workers Compensation and/or PERS industrially related disability retirements involved with the conduct of duties described in this Agreement until notice is given to the JPA of the District's intent.
  - a. JPA shall have forty-five (45) days after the notice of intent to respond to the Member Agency with a recommendation therein.
  - b. Ultimate responsibility for the retirement application shall rest with the Member Agency.
  - c. If there is a disagreement between the JPA and the Member Agency regarding disability, the Workers' Compensation carrier will make the final Member Agency level decision regarding liability.

42. The JPA shall bear the responsibility for any increased Workers' Compensation costs or contributions for JPA funded employees where increases are related to claims by JPA funded employees.
43. The JPA shall annually provide for and maintain in a separate fund for the benefit of Member Agency the accrued vacation and sick leave payoffs for JPA funded employees. The fund shall include the amount provided by the County to the JPA for such costs.

#### EQUAL OPPORTUNITY EMPLOYER

44. Member Agency shall be an equal opportunity employer and shall be committed to an active Equal Employment Opportunity Program (EEOP). It shall be the stated policy of Member Agency that all employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, ancestry, national origin, age (over 40) sex, marital status, medical condition, or physical handicap.

All recruitment, hiring, placements, transfers and promotions will be on the basis of individual skills, knowledge and abilities, regardless of the above identified. All other personnel actions such as compensation, benefits, layoffs, terminations, training, etc., are also administered without discrimination. Equal employment opportunity will be promoted through a continual and progressive EEOP. The objective of an EEOP is to ensure nondiscrimination in employment and, wherever possible, to actively recruit and include for consideration for employment minorities, women and the physically handicapped.

#### TRAINING & EDUCATION

45. Member Agency shall maintain records of all EMS training, continuing education and skills maintenance as required by the El Dorado County EMS Agency. Member Agency shall provide to the County EMS Agency specific records upon written request, through the JPA.
46. Member Agency shall participate in EMS system components that include paramedic, nurse and trainee field observations including ride-a-longs, disaster drills, and continuing education programs.
47. Member Agency shall provide qualified paramedic personnel to be Field Training Officers (FTO's) to instruct and accredit paramedics who are new to the system or who are in an approved paramedic internship program. FTO's shall provide orientation to El Dorado County EMS Policies, Procedures, Protocols, Trauma Plan, EMS Plan; EMS radio communication and Base Station receiving hospitals, and the JPA Policies & Procedures. FTO's shall provide training in any optional scope of practice procedure currently in effect in El Dorado County.

- Member Agency shall ensure that FTO's shall be allowed to attend meetings and/or training pertinent to the El Dorado County EMS system. The EMSA MD shall approve all El Dorado County FTO's.
48. Member Agency shall participate in providing community education on 9-1-1 system access, CPR and first aid, and may utilize community organizations to support and enhance local community efforts in providing public education.
49. The Member Agency agrees that paramedics shall receive training and maintain their certifications in Advanced Cardiac Life Support (ACLS)\* and Pediatric Advanced Life Support (PALS)\* or Pediatric Education for Prehospital Professionals (PEPP) or a comparable advanced pediatric life support course approved by the EMSA MD.

\* Per American Heart Association Guidelines.

50. The Member Agency agrees that paramedics shall receive training and maintain their accreditation in the El Dorado County local paramedic renewal program as required annually by the Emergency Medical Services Medical Director. Such training shall not exceed four (4) hours unless approved by the JPA System Status Management Committee prior to the implementation of any proposed training.

~~50.~~

51. In Addition to being either a paramedic or EMT, Member Agency agrees that employees staffing an ambulance shall at minimum meet the requirements and be certified by the State Fire Marshal's Office as a Firefighter 1. Employees will receive on-going fire fighting training and shall participate in exercise drills to maintain an acceptable level of skill, knowledge and experience. Employees will be suitably outfitted with the necessary protective equipment and gear to perform the duties of a Firefighter1.

### QUALITY ASSURANCE

- ~~51.~~52. Member Agency shall have and maintain a comprehensive internal medical and operational quality assurance policy that is approved by the JPA and County EMSA. This program shall, at a minimum, monitor and evaluate the prehospital Advanced Life Support services required in this Agreement. The program shall be reviewed and approved by the JPA.

- ~~52.~~53. Member Agency shall participate in assigned JPA quality improvement/quality assurance activities, and shall appoint appropriate personnel to serve on prehospital and disaster committees, as needed. These committees and/or activities shall include, but are not limited to, Continuous Quality Improvement Committee (CQIC), Medical Advisory Committee (MAC), peer review, post incident critiques, and or as mutually agreed upon between the Member Agency and the JPA

~~53.54.~~ Member Agency shall cooperate fully in supplying all requested documentation to the JPA, the Base Hospital and the County EMS Agency, and shall participate fully in all quality assurance programs mandated by the County.

~~54.55.~~ Member Agency shall allow inspections, site visits or ride-a-longs at any time by JPA and County EMS Agency staff, with a minimum of one (1) hour notice to the Fire Chief for purposes of JPA contract compliance and medical quality assurance.

#### MUTUAL AID, MASS CASUALTY & DISASTER

~~55.56.~~ Mutual aid response shall be performed in accordance with approved cover and mutual aid agreements. In the course of rendering Mutual Aid, the Member Agency shall be exempt from the maximum response time standards criteria. Member Agency shall advise dispatch that they are unable to respond to mutual aid requests if such response is in conflict with a response in the Primary Response Area.

~~56.57.~~ Member Agency shall cooperate with JPA in establishing disaster and multi-casualty incident plans, policies and procedures; and assist in planning and participate in interagency disaster/multi-casualty incident training exercises annually.

~~57.58.~~ During declared disasters or large-scale multi-casualty incidents, Member Agency shall be exempt from all responsibilities for response-time performance. When the Member Agency is notified that disaster assistance is no longer required, the Member Agency shall return its resources to the primary area of responsibility, and shall resume all operations in a timely manner.

#### AMBULANCE SUPPLIES & EQUIPMENT

~~58.59.~~ Member Agency shall possess and maintain adequate drug and solution inventories, drugs, and supplies in compliance with the El Dorado County EMS Agency, and JPA Policies and Procedures Manuals.

~~59.60.~~ Standards for medical equipment shall be in compliance with the County EMS Agency Policy and Procedure Manual. The County EMS Agency shall maintain the Policy and Procedure Manual and manual updates online at their website. Member Agency shall be charged with knowledge of the Policies & Procedures. Policies and Procedures shall be updated from time to time as determined necessary by the County EMS Agency.

~~60.61.~~ Compliance with these medical equipment requirements is mandated for in service reserve ambulances. The ambulance and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times.

~~61.62.~~ Upon inspection by the County or the JPA, any primary or in service, reserve ambulance failing to meet these medical equipment requirements shall be immediately removed from service and remain out of service until any deficiency is

corrected. At the time when a reserve ambulance unit is used to provide the services required by this Agreement, the unit shall comply with all equipment requirements as specified in this Agreement.

~~62.63.~~ Member Agency shall utilize and maintain two-way communication equipment that is compatible with County approved dispatch, designated Base Station facilities and all EMS users. Communication capabilities and use of frequencies may be monitored by the JPA and the County EMS Agency.

~~63.64.~~ Member Agency shall recognize the right of the JPA to move issued equipment to another Member Agency as needed to assure system wide services, as long as such movement does not impede Member Agency's ability to provide the services defined in the Master Contract.

~~64.65.~~ Member Agency shall not take ownership of the ambulance and all related equipment.

~~65.66.~~ The JPA shall provide ambulances and all other pertinent equipment needed to function as an Advance Life Support Unit.

#### REPORTS & POLICIES

~~66.67.~~ Member Agency shall submit reports and data to the JPA in a form and manner approved by the JPA. The articles hereinafter detail reporting requirements and timetables, which are intended to be mandatory and exemplary but not intended to be all-inclusive. Member Agency shall be responsible to ensure that all information is provided to the JPA in a timely manner as indicated throughout this Agreement.

~~67.68.~~ Member Agency personnel shall utilize the El Dorado County "Prehospital Care Report" (PCR) (in electronic digital and/or paper form) for all emergency and non-emergency responses including non-transports.

- A. The Prehospital Care Report and billing paperwork shall be submitted to the County according to the time frames established in writing by Ambulance Billing as required by El Dorado County EMS Policy.
- B. Member Agency personnel shall perform due diligence to obtain and transmit all required billing and patient care information. If circumstances arise which limit the availability of patient information, billing information, and associated information, Member Agency shall remain responsible to obtain the required information and submit it to the County. Member Agency personnel shall adhere to the requirements of the El Dorado County EMS Policy for proper reporting and documentation.
- C. In the case of ALS first responder where the first responder maintains patient care and rides in the ambulance one of the following documentation options shall be utilized, a) PCR may be filled out by the first responder paramedic and utilized as the only PCR for that patient; or,



b) the first responder paramedic completes a first responder PCR, and the ambulance paramedic completes a separate PCR. The ambulance PCR may refer to the first responder PCR by writing "See First Responder PCR" where appropriate. Where the first responder report is not complete prior to the ambulance leaving the scene, and any portion of the incomplete PCR is passed on to the transporting unit, it shall not be considered an official document.

~~68.69.~~ Ambulance Billing shall notify the JPA of failure to adequately complete a PCR. Repeated failures to adequately complete the PCR shall be reported to the JPA, and the JPA shall notify Member Agency to correct the omission/error situation. The Member Agency shall have five calendar days in which to furnish the required information to Ambulance Billing.

~~69.70.~~ Member Agency shall furnish its personnel with Incident Report forms, and shall ensure that its personnel understand and utilize such forms. Member Agency shall notify the JPA within 24 hours of a sentinel event. Examples: injury to patient, crew or public, or high profile incident. Member Agency may also provide notification and Incident Forms to the El Dorado County EMS Agency.

~~70.71.~~ Member Agency designated dispatch center shall document each occurrence of Mutual Aid emergency medical response into the Primary Response Area by an out-of-area ambulance service entity, or Mutual Aid rendered to another agency outside the Primary Response Area on an Incident Report Form. Such report shall detail the time of incident dispatch, time that mutual aid was requested, location of incident, and the reason Mutual Aid was required.

~~71.72.~~ Member Agency shall document any and all incidents of unusual activities or occurrences that impacted or had an effect on the normal delivery of services. Events that an attending Paramedic or the Member Agency feel should be documented but are not appropriate to include on the PCR should be included on the Incident Report. Such activities may include but are not limited to: acts of violence, combative patients, patient care concerns, inter-agency conflicts, medical equipment failures, obstacles to responses including chronic adverse road conditions, and radio, dispatch, or communication failures. Any other unusual activities that have the potential of affecting patient care shall be documented.

~~72.73.~~ Member Agency shall document vehicle failure above and beyond usual scheduled maintenance and repairs and ambulance vehicle accidents that could potentially have a detrimental effect on patient care issues. Vehicle failure and ambulance accident reports shall be sent to the JPA within 24 hours of the occurrence.

~~73.74.~~ For each response within the previous calendar month that exceeds the Response Time Standard for the area of dispatch location (Urban, Semi-Rural, Rural, or Wilderness) Member Agency shall submit a Response Time Exception Report to the JPA. The reason for the delayed response time shall be clear, precise, and verifiable in order to determine if the exception is acceptable. These

reports shall be submitted to the JPA for the previous calendar month of service on a monthly basis before the 7<sup>th</sup> day of the next month.

74.75. Member Agency shall provide to the JPA complete and legible maintenance reports by the third Wednesday of the following month.

75.76. Member Agency shall be responsible to comply with all operational policies and standards currently articulated in this Agreement; the JPA's Policy and Procedure Manual; the Health and Safety Code, Division 2.5; California Code of Regulations, Title 22, Division 9, policies and procedures promulgated by the California Emergency Medical Services Authority and by the El Dorado County Medical Services Agency.

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

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

77.78. Member Agency shall comply with all applicable JPA policies, operating procedures, and standards.

78.79. Member Agency shall maintain an equipment inventory list and conduct an annual inventory of all fixed assets of JPA and/or CSA-7. The list shall be submitted to the JPA annually and certified by the Member Agency that it is accurate.

#### COMPETITION

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

#### BILLING FOR SERVICES

80.81. Parties receiving non-emergency and/or emergency medical transport services from Member Agency shall be billed by County Ambulance Billing for said services.

Ambulance personnel shall not request nor receive payment for any services provided pursuant to this Agreement, nor shall they quote charges to the patient or any other concerned individuals, or extend promises for special treatment regarding billable charges. JPA shall provide ambulance billing rate forms to ambulance personnel, and personnel may make these forms available to individuals upon request.

### COMPENSATION

~~81.~~82. Compensation shall be the JPA Board approved, budget amounts.

~~82.~~83. Member Agency shall maintain fiscal records necessary and prudent to meet the standards for accounting practices in use by the County, County Service Area 7 and the JPA.

~~83.~~84. The JPA will reimburse other Member Agency's for any use of their personnel, on a regular basis, in order to provide coverage of back-up units, special details or assignments, or cover for manpower shortages, such reimbursement to be at the actual cost of such services to the other members of the JPA.

~~84.~~85. A Member Agency shall not assume liability for the payment of salary, wages or other compensation to officers, agents or employees of the other Member Agency's or parties performing service under the Master Contract, or any liability other than that provided in this agreement.

~~85.~~86. Member Agency shall not be responsible for claims to benefits, wages, seniority, or other employee rights granted by any other Member Agency to its employees if or when such other Member Agency employees are assigned to the Member Agency in the performance of services and functions pursuant to this agreement.

~~86.~~87. Member Agency shall not be liable for compensation to or indemnification of other Member Agency or parties performing service under the Master Contract for injury or sickness arising out of the performance of this agreement.

~~87.~~88. The JPA shall provide the funding for ambulance attendants' professional liability coverage for operations involving ambulance medical services, and for collision and comprehensive coverage for equipment of and on the ambulance.

~~88.~~89. The JPA will reimburse the Member Agency for any increased costs that arise as a result of JPA activities, including but not limited to long-term insurance experience rates, substantial claims of malpractice, errors or omissions, or claims relating directly as a part of JPA activities.

~~89.~~90. The JPA shall provide dispatch services for ambulances, as defined in the Master Contract.

### CHANGES

~~90.91.~~ This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and approved by the duly authorized Boards and fully executed by duly authorized officers of the parties hereto.

- A. This Agreement may be terminated by either party, upon receipt of written notice, with at least a 90-calendar day advance notice.
- B. The JPA may deny, suspend or revoke this Agreement for failure of the Member Agency to comply with this Agreement, the El Dorado County Emergency Medical Service and Medical Transportation Ordinance; or applicable policies, procedures and regulations.

#### INDEPENDENT PROVIDER

~~91.92.~~ Member Agency is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Member Agency exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

- A. Member Agency shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. JPA shall not be charged with responsibility of preventing risk to the Member Agency or its employees.
- B. JPA engages Member Agency for Member Agency's unique qualifications and skills as well as those of Member Agency's personnel. Member Agency shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of JPA.

#### NON-DISCRIMINATION, BENEFITS, & FACILITIES

~~92.93.~~ Member Agency certifies under the laws of the State of California that Member Agency shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by State and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, Code of Federal Regulations, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 129000 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 2, Article 9.5 of the California Government Code, commencing with Section 11135; and Title 9,

Division 4, Chapter 6 of the California Code of Regulations, commencing with Section 10800.

~~93.94.~~ For the purpose of this Agreement, discriminations on the basis of race, color, creed, national origin, sex, age, or physical or mental disability include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.

#### INDEMNITY

~~94.95.~~ To the fullest extent of the law, Member Agency shall defend, indemnify, and hold the JPA harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, JPA employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Member Agency's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Member Agency, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the JPA, its officers and employees, or as expressly provided by statute. This duty of Member Agency to indemnify and save JPA harmless includes the duties to defend set forth in California Civil Code Section 2778.

~~95.96.~~ To the fullest extent of the law, JPA shall defend, indemnify, and hold the Member Agency harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, Member Agency employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the JPA's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the JPA, the Member Agency, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Member Agency, its officers and employees, or as expressly provided by statute. This duty of JPA to indemnify and save Member Agency harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### INSURANCE

~~96:97.~~ The Member Agency shall provide to the JPA proof of a policy of insurance and documentation evidencing that the Member Agency maintains insurance that meets the following requirements set forth hereinafter.

- A. Full Worker's Compensation and Employers' Liability Insurance covering all JPA funded employees of the Member Agency as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$6,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$6,000,000 on the ambulances.
- D. Professional liability for JPA funded employees is required with a limit of liability of not less than \$6,000,000 per occurrence.

~~E.~~ E. Member Agency shall furnish a certificate of insurance satisfactory to the JPA as evidence that the insurance required above is being maintained. The insurance shall be issued by an insurance company acceptable to the JPA.

~~97:98.~~ Member Agency agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Member Agency agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the JPA and Member Agency agrees that no work or services shall be performed prior to the giving of such approval. In the event Member Agency fails to keep in effect at all times insurance coverage as herein provided, JPA may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- A. The certificate of insurance must include the following provisions stating that:
  - 1) The insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to JPA, and;
  - 2) The JPA, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

~~98:99.~~ Member Agency's insurance coverage shall be primary insurance as respects to the JPA, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the JPA its officers; officials, employees or volunteers shall be in excess of the Member Agency's insurance and shall not contribute with it.

- A. Any deductibles or self-insured retentions must be declared to and approved by the JPA, either:
1. The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the JPA, its officers, officials, employees, and volunteers; or
  2. Member Agency shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

~~99.100.~~ Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the JPA, its officers, officials, employees or volunteers.

~~100.101.~~ The insurance companies shall have no recourse against the JPA, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

~~101.102.~~ The Member Agency's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

~~102.103.~~ In the event the Member Agency cannot provide an occurrence policy, Member Agency shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

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

#### INTEREST OF PUBLIC OFFICIAL

~~103.104.~~ Except for their duties to the JPA Board, no official or employee of Member Agency who exercises any functions or responsibilities in review or approval of services to be provided by Member Agency under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects his/her personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of the JPA have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### INTEREST OF MEMBER AGENCY

~~104.105.~~ Member Agency covenants that Member Agency presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other agreement or contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement.

## VENUE

~~105.106.~~ Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Member Agency waives any removal rights it might have under Code of Civil Procedure Section 394.

## ADMINISTRATION

~~106.107.~~ All notices to be given by the parties hereto shall be in writing and sent postage prepaid by registered mail. Notices to Member Agency shall be addressed as follows, or to such other location as either party directs:

JPA  
480 Locust Road  
Diamond Springs, CA 95619  
530-642-0622  
Attn: Executive Director

Member Agency  
P.O. Box 807  
Camino, CA 95709  
530-644-9630  
Attn: Chief Bruce Lacher

~~107.108.~~ The JPA Officer or employee responsible for administering this Agreement is the Executive Director, or successor.

## DISPUTES

~~108.109.~~ Should any disputes arise between and/or among the Member Agency, other Member Agencies, the JPA or EMSA, all parties will have the right to bring such disputes to the JPA Board of Directors, as provided by the Master Contract.

## STATUS

~~109.110.~~ In performance of the services herein provided for, Member Agency shall be, and is, an independent contractor, and is not an agent or employee of JPA.

~~110.111.~~ Pursuant to this agreement, it is acknowledged and agreed that the JPA and Member Agency both are legally separate entities. No other special relationship will arise from this agreement except as so stated.

## FORCE MAJEURE

~~111.112.~~ If any party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this agreement, that party shall give to the other parties hereto prompt written notice of the Force Majeure with reasonable full particulars concerning it.

~~112.113.~~ Thereupon, the obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than the



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

~~113.~~114. During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the agreement.

~~114.~~115. Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders or preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under the agreement

~~115.~~116. The party whose performance is excused due to the occurrence of an event of Force Majeure shall, during such period, keep the other parties notified of all such actions required in order for it to be able to commence or resume performance of its obligations under the agreement.

~~116.~~117. Force Majeure is defined as an act of God, act of public enemy, war and other causes not reasonably within the control of any parties hereto.

~~117.~~118. 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.

~~118.~~119. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

~~119.~~120. This agreement shall become effective when fully executed by the parties hereto and will remain in effect, unless terminated pursuant to provisions herein. This Agreement will be reviewed before March 1<sup>st</sup> of each year.

~~120.~~121. 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.

~~121.~~122. In witness whereof, the parties hereto have executed this Agreement the day and year first below written.

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

Date \_\_\_\_\_

\_\_\_\_\_  
For the Member Agency

Date \_\_\_\_\_

## Appendix A

### HIPAA Business Associate Agreement

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

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

#### RECITALS

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

—WHEREAS, the provisions of the Health Insurance Portability and Accountability Act, Pub. L. No. 104-161 of 1996 (“HIPAA”), more specifically the regulations found at Title 45, CFR, Parts 160 and 164 (the “Privacy Rule”), as may be amended from time to time, which are applicable to the protection of any disclosure of PHI pursuant to the Underlying Agreement; and

—WHEREAS, County is a Covered Entity, as defined in the Privacy Rule; and

—WHEREAS, the Member Agency, when a recipient of PHI from JPA, is a Business Associate as defined in the Privacy Rule; and

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

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

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

2. Scope of Use and Disclosure by the Member Agency of County Disclosed PHI.

- A. The Member Agency shall be permitted to use PHI disclosed to it by the JPA:
- (1) On behalf of the JPA, or to provide services to the JPA for the purposes contained herein, if such use or disclosure would not violate the Privacy Rule if done by the JPA, or the minimum necessary policies and procedures of the JPA.
  - (2) As necessary to perform any and all of its obligations under the Underlying Agreement.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Amendment or Required by Law, the Member Agency may:
- (1) Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
  - (2) Disclose the PHI in its possession to a third party for the purpose of the Member Agency's proper management and administration or to fulfill any legal responsibilities of the Member Agency. The Member Agency may disclose PHI as necessary for the Member Agency's operations only if:
    - (a) The disclosure is Required by Law; or
    - (b) The Member Agency obtains written assurances from any person or organization to which the Member Agency will disclose such PHI that the person or organization will:
      - (i) Hold such PHI in confidence and use or further disclose it only for the purpose of which the Member Agency disclosed it to the third party, or as Required by Law; and,
      - (ii) The third party will notify the Member Agency of any instances of which it becomes aware in which the confidentiality of the information has been breached.
  - (3) Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing JPA with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by JPA.
  - (4) Not disclose PHI disclosed to the Member Agency by JPA not authorized by the Underlying Agreement or this Amendment without patient authorization or de-identification of the PHI as authorized in writing by JPA.
  - (5) De-identify any and all PHI of JPA received by the Member Agency under this Amendment provided that the de-identification conforms to the requirements of the Privacy Rule and does not preclude timely payment and/or claims

processing and receipt.

C. The Member Agency agrees that it will neither use nor disclose PHI it receives from JPA, or from another business associate of JPA, except as permitted or required by this Amendment, or as Required by Law, or as otherwise permitted by law.

3. Obligations of the Member Agency. In connection with its use of PHI disclosed by JPA to the Member Agency, the Member Agency agrees to:

A. Use or disclose PHI only as permitted or required by this Amendment or as Required by Law.

B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Amendment.

C. To the extent practical, mitigate any harmful effect that is known to the Member Agency of a use or disclosure of PHI by the Member Agency in violation of this Amendment.

D. Report to JPA any use or disclosure of PHI not provided for by this Amendment of which the Member Agency becomes aware.

E. Require sub-contractors or agents to whom the Member Agency provides PHI to agree to the same restrictions and conditions that apply to the Member Agency pursuant to this Amendment.

F. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use or disclosure of PHI created or received for or from the JPA.

G. Obtain and maintain knowledge of the applicable laws and regulations related to HIPAA, as may be amended from time to time.

H. Member Agency will notify said party in writing within sixty (60) days where PHI may have been intentionally, and/or inadvertently disclosed and if such disclosure has been secured.

I. Member Agencies and their personnel acknowledge that all collected PHI needs to be secured at all times.

4. PHI Access, Amendment and Disclosure Accounting.

The Member Agency agrees to:

A. Provide access, at the request of JPA, within five (5) days, to PHI in a Designated Record Set, to the JPA, or to an Individual as directed by the JPA.

B. To make any amendment(s) to PHI in a Designated Record Set that the JPA

directs or agrees to at the request of JPA or an Individual within sixty (60) days of the request of JPA.

C. To assist the JPA in meeting its disclosure accounting under HIPAA:

- (1) The Member Agency agrees to document such disclosures of PHI and information related to such disclosures as would be required for the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.
- (2) The JPA agrees to provide to JPA or an Individual, within sixty (60) days, information collected in accordance with this section to permit the JPA to respond to a request by an Individual for an accounting of disclosures of PHI.
- (3) The Member Agency shall have available for the JPA the information required by this section for the six (6) years preceding the JPA's request for information.

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

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

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

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

5. Obligations of JPA.

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

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

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

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

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

6. Terms and Termination.

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

7. Amendment to Indemnity.

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

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

when the Member Agency has provided to JPA the appropriate form of dismissal relieving JPA from any liability for the action or claim involved.

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

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

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

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