



# El Dorado County Emergency Services Authority

## JPA Systems Status Management Committee Meeting

Wednesday, April 15, 2015 – 9:00 a.m.

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

### AGENDA

<i>Item</i>	<i>Presenter</i>
<b>1. Approval of Agenda</b>	Ransdell
<b>2. Approve SSMC Meeting Minutes of March 18, 2015</b>	Ransdell
<b>3. Training</b>	Ransdell
<b>4. New Business</b>	Hackett
4.1 Response Time Reports March	
4.1.1 Medical Response Times	
4.1.2 Mutual Aid	
4.1.3 Move Up & Covers	
4.1.4 IFTs	
4.2 Review and recommend Draft Contract Amendment IV	
<b>5. Old Business</b>	Hackett
5.1 Review and recommend updated draft CQI policy	
5.2 Epi-pen update	
5.3 Mutual aid plan update for bariatric patient response	
5.4 Review and recommend surplus status of iPad 2's	
5.5 Report on move-up and cover trial	
5.6 Review and recommend on long distance 5150 transports	
5.7 Review and recommend coordination with new gurney van company	
<b>6. Committee Reports</b>	Hackett
6.1 EPCR Working Group	
6.1.1 Demo project	
6.2 MAC Committee	
6.3 Ambulance Spec Committee	
6.3.1 M25 update	
6.3.2 Remount and new ambulance purchase update	
6.4 Equipment and Supply	
6.5 Technology	
<b>7. Standing Items</b>	Ransdell
7.1 Upcoming Events	
<b>8. Adjournment</b>	Ransdell

Next Meeting ~ May 20, 2015

\* 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, March 18, 2015 – 9:00 a.m.

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

### Minutes

#### Attendees:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Cameron Park Fire, BC Bob Counts <b>or</b><br><input checked="" type="checkbox"/> Diamond Springs Fire, <b>Chair</b> , Asst. Chief Bryan Ransdell <b>or</b><br><input type="checkbox"/> El Dorado County Fire, <b>Vice Chair</b> , Division Chief Tim Cordero <b>or</b><br><input type="checkbox"/> El Dorado Hills Fire, Chief Dave Roberts <b>or</b><br><input type="checkbox"/> Garden Valley Fire, Chiefs Bill Dekker <b>or</b><br><input type="checkbox"/> Georgetown Fire, Chief Greg Schwab<br><input checked="" type="checkbox"/> Rescue Fire, Chief Tom Keating <b>or</b><br><input type="checkbox"/> Mosquito Fire, Open Position | <input type="checkbox"/> Alternate Cameron Park Fire Division Chief Mike Webb<br><input type="checkbox"/> Alternate Chief Rob Combs<br><input type="checkbox"/> Alternate Chief Mike Hardy<br><input type="checkbox"/> Alternate Division Chief Mike Lilienthal<br><input type="checkbox"/> Alternate Assistant Chief Bob Bement<br><input type="checkbox"/> Pioneer Fire, Chief Jack Daniels<br><input type="checkbox"/> Alternate Director Anne Walker<br><input checked="" type="checkbox"/> JPA, Executive Director Marty Hackett |
|---|---|

**Guests:** DC Dave Wood, CalFire ECC; Rich Todd, EMSA; Paul Lohan, EDCF Div. Chief;

Pledge of Allegiance and Meeting called to order at **09:02** a.m.

Quorum was present.

DRAFT

#### 1. Approval of Agenda

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

#### 2. Approve SSMC Meeting Minutes of February 18, 2015

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

#### 3. Training

- No report

#### 4. New Business

##### 4.1 Response Time Reports February

##### 4.1.1 Medical Response Times

##### 4.1.2 Mutual Aid

##### 4.1.3 Move Up & Covers

##### 4.1.4 IFTs

1. Executive Director Hackett provided an oral summary of the statistic to the Committee. Still trending higher over last year at nearly 6%. Only one exception submitted to EMSA was not granted a waiver. Discussion of which reports can be submitted for a waiver request and those not qualifying. If FC-34 not indicating an override but the report says incorrect time stamp, it can't be submitted. Also if FC-34 doesn't indicate reduced to code 2, not submitted to EMSA. Rita provided additional statistics for the exception reports to show by agency, by medic units, those submitted and those granted a waiver.
2. Move up and covers volume is down slightly. Chief Wood indicated the trial appears to be going well and will continue to be monitored for effectiveness.
3. IFTs are showing more even across the agencies.

- 4.2 Discuss and recommend Changes to Continuous Quality Improvement program - Annual review of CQI policy is required. Language changes are as indicated. If each agency has their own policy, it should be reviewed to compare and align with the JPA policy. This item will be agendaized on the next session to allow time for that comparison.
- 4.3 Odometer Verification – Last group scheduled will be rescheduled as two broken and unable to be driven. Only 5 left to be done.
- 4.4 EPI-pens update – Executive Director Hackett stated that Dr. Brazzel indicated if ALS engine with paramedic unit they can use the vials/syringe. If BLS unit with EMTs will have to use the EPI-pen. They should be ordered thru Life Assist at the JPA discounted cost. Discussion of cost and shelf life and need for this critical treatment availability.
- 4.5 Mutual Aid assistance for bariatric patients – Executive Director Hackett wants to meet with the family and Battalion Chief Counts to meet with the family of a bariatric patient in our response area. He has spoken to AMR and Alpha 1 regarding mutual aid. AMR is the only one with an approved application to transport out of the county. They have a verbal agreement so far with AMR and EMSA/Rich Todd is reviewing the mutual aid agreement before execution. If a 911 call, our medic units goes to begin treatment, will need at least two engines/personnel to assist, and we'll treat until AMR shows up to transport.
- 4.6 New gurney van service in West Slope – Rich Todd met with Margaret Burge, VP of operations, who was not aware of title 22 requirements. He provided them the information to get that completed. Vehicle was not ADA compliant, so sent to Sacramento for the ADA cert and then will come back in about 2 week. They will be relocation from Pollock Pines to Placerville soon to be closer to the core. Executive Director Hackett wants to meet with them and Marshall Hospital concerning them being under contract with Marshall for non-medical necessity transports.
- 4.7 Discuss and approve surplus of iPads – We have 7 or 8 we don't need now. The JPA will consider lending to the fire districts if they want to activate their own phone line for them. Apple after one more year won't support the iPad 2's. Let him know if your agency wants them. One (1) iPad is already being iPad left with each unit for Active 911 and mapping purposes.

## 5. Old Business

- 5.1 Report on trial move up and cover plan
  - Covered under 4.1.3.
- 5.2 Long distance non-medical necessity 5150 transport
  - Ryan Wagoner, Exec Director of Tahoe. EDMH spoke to AMR and ALPHA 1 who both do 5150 transports also. Alpha 1 has a trainer for their people specific to handling 5150 patients. This Systems Status Management Committee reiterated they are not willing to take any non-medical calls. Rich Todd indicated if we are dispatched thru 911 system our contract states medical/non-medical we are required to transport. There is a narrow window for transport: if open bed at PHF they have to move fast.
  - Assistant Chief Ransdell indicated if we are bound by contract then we need to have training. Battalion Chief Counts agreed we need to come up with training program.

## 6. Committee Reports

- 6.1 EPCR Working Group –
  - 6.1.1 Demo project
    - The JPA has old CF-19 Toughbooks that can have a new operating system installed in them and upgrade the processors for approximately \$300 each. After upgrade, he plans to install the demo program on the upgraded notebook. ImageTrend on one, Sansio on the other and let each agency test and provide feedback. Executive Director Hackett will send email to the agencies asking for rep for EPCR committee and then schedule a meeting.
- 6.2 MAC Committee –
  - Rich Todd talked about the mag sulfate shortage and the EMSA email alert regarding use of current inventory. For PCRs, the paramedic needs to be the Primary. We advertise and bill as an ALS county and the primary needs to be a paramedic. EMTs can be with them

but not the primary as they are BLS level.

### 6.3 Ambulance Spec Committee –

#### 6.3.1 M25 Update

- Executive Director Hackett provided an update on the repairs in progress. He indicated Golden State said 2.5 weeks until repairs done.

#### 6.3.2 Remount and new ambulance purchase update

- 60 days out for next remount chassis.
- A new ambulance was purchased for \$154k and is at the radio shop now and then we will need stripping added. This ambulance will go to EDH to become the new M85.

### 6.4 Equipment and Supply –

- Two agencies currently have no phone to transmit the ECG. The new phones won't work with the Zoll to transmit. So we purchased two older flip phone Convoy 2s and still not transmitting even though advertised as DUN capable. The phone pairs up but won't transmit. Executive Director Hackett was told by Verizon two years ago that DUN was going away in favor of WiFi. Possibly the Verizon cellular towers aren't allowing the sending of the data. Further research will be done.

### 6.5 Technology –

- No report

## 7. **Standing Items**

### 7.1 Upcoming Events –

7.1.1 CSFA Live Fire Training – Saturday, April 18 1200-1630 hours & Sunday, April 19 0800-1730 hours. Location: Training Center at 7331 Wentworth Springs Road, Georgetown, CA 95634

- Georgetown needs a standby unit for this event. Executive Director Hackett asked if other agencies have staff available to cover. They chiefs will check and let him know.

7.1.2 Memorial Day Weekend Staffing – May 22-25

- Chief Wood indicated that historically we do up-staff and if we have another unit in the system, they will use it.

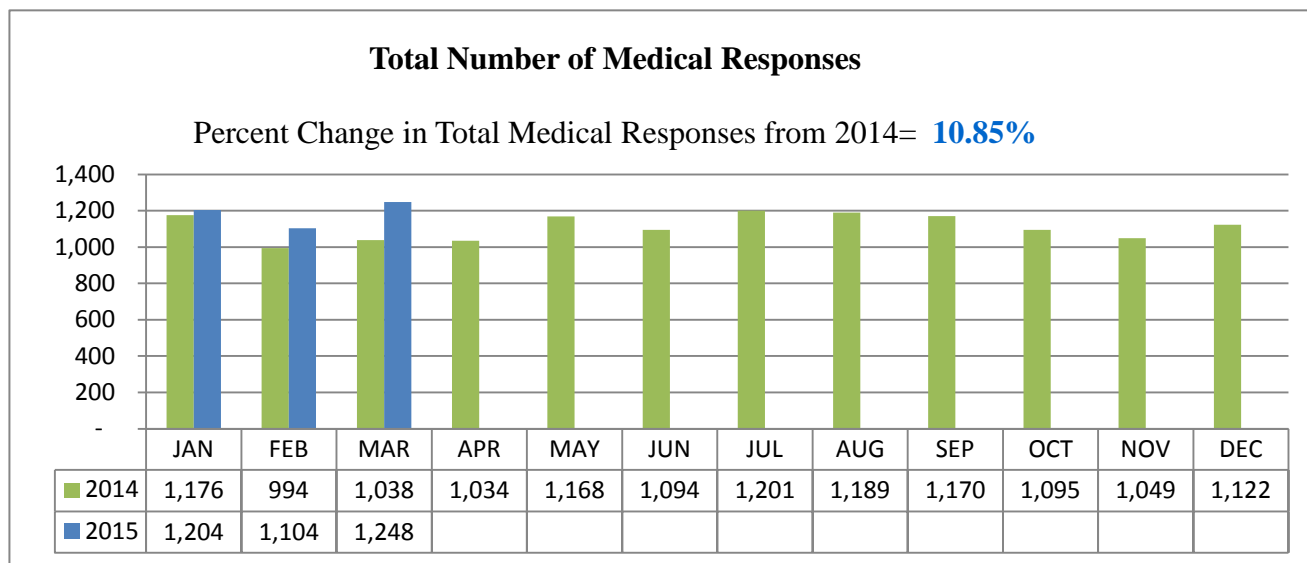
***Motion*** by Chief Keating to up-staff as needed, seconded by Chief Lohan and motion carries unanimously.

## 8. **Adjournment – 10:03 a.m.**

***Motion*** to adjourn meeting by Chief Keating seconded by Chief Counts and motion carries unanimously.

## March 2015 Incident Summary Report

Total Number of Ambulance Responses to Date 2015 5,458  
 Total Number of **Medical** Responses Date 2015 3,556

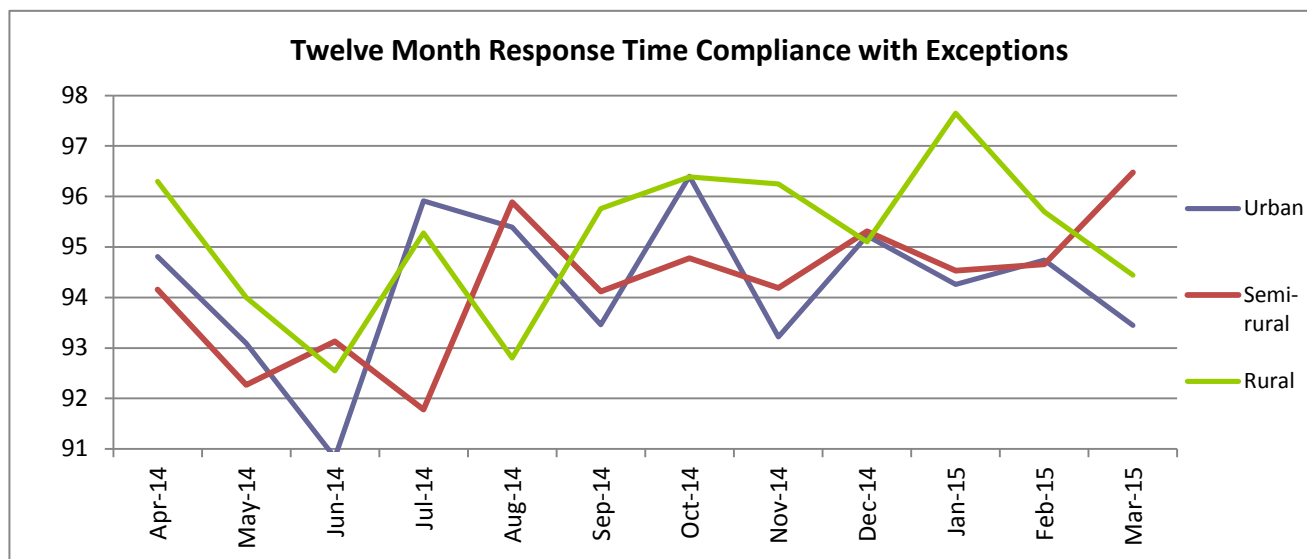


### Response Times

	Before Exception Waivers	With Waivers
Urban	93.01%	93.45%
Semi-Rural	95.39%	96.48%
Rural	93.52%	94.44%
Wilderness	100.00%	100.00%

### Exception Reports by Response Area

	Generated	Submitted to EMSA	Waiver
Urban	16	1	1
Semi-Rural	17	5	4
Rural	7	1	1
Wilderness	0	0	0



## Incident Summary Report for March 2015

Exception Reports by Area and Reason

Total Number of Exception Reports: 40

### Response Area

North	
51 Garden Valley	1
72 Cool	5
73 Pilot Hill	1
74 Coloma	3

Core	
25 Placerville	8

East	
17 Pollock	1
18 Sierra Springs	5
21 Camino	2

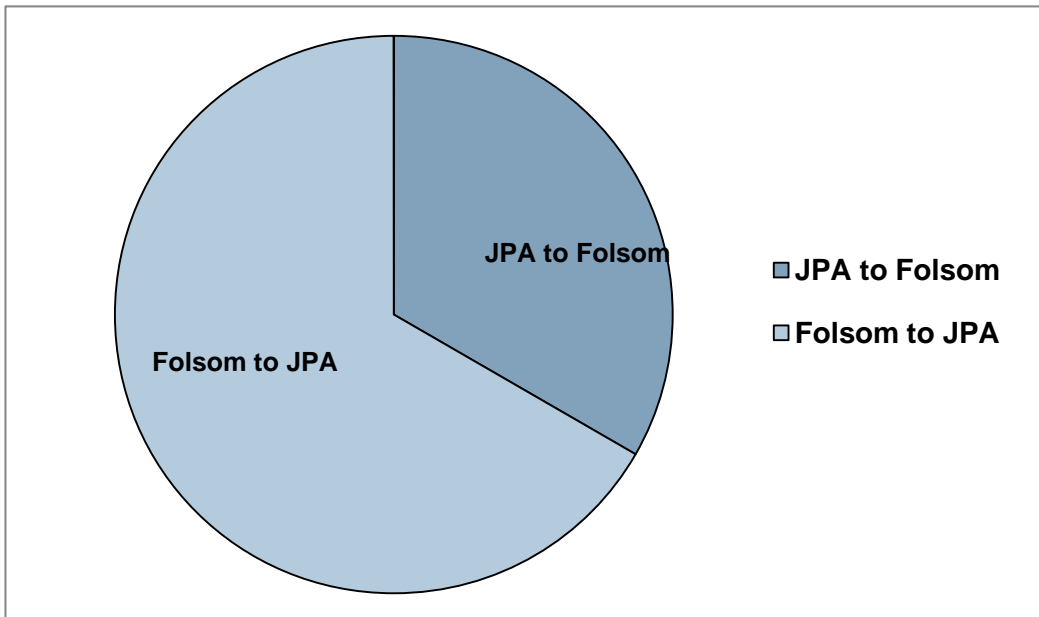
West	
81 Rescue	2
84 EDH	3
85 EDH	1
86 EDH	1
88 Cameron Park	1
89 Cameron Park	2

South	
19 Pleasant Valley	1
23 Oak Hill	1
32 Sandridge	1

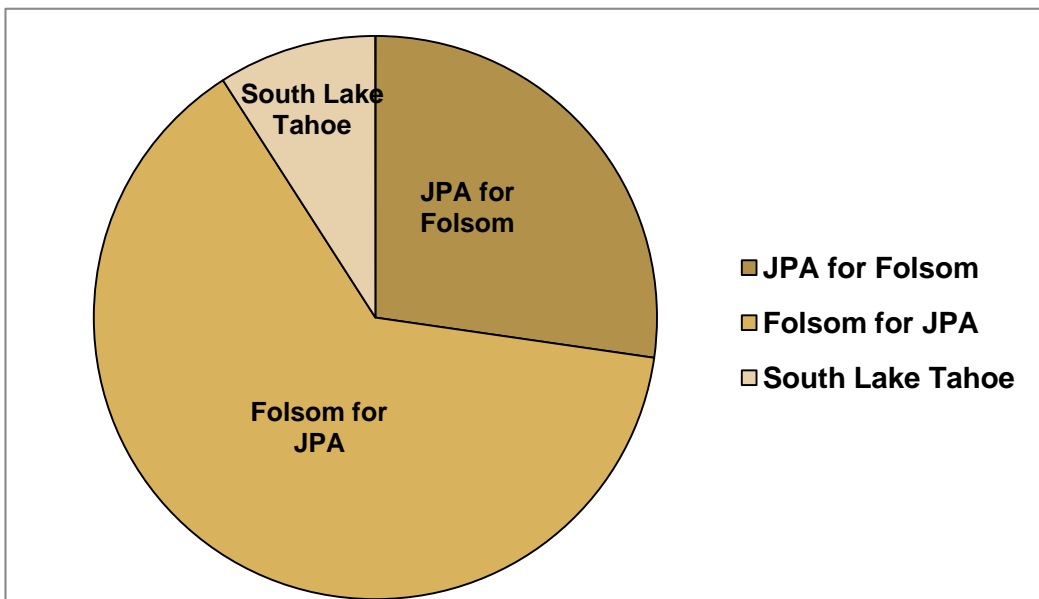
Reason for Exception Report	Urban	Semi-Rural	Rural
Dispatched C-2	2	1	
Distance	6	5	3
Gate		3	
GSA to GSA	4	2	1
Incorrect address		1	
Incorrect time stamp		1	
Move-Up	2	1	2
Poor road conditions		1	1

### Mutual Aid - March 2015

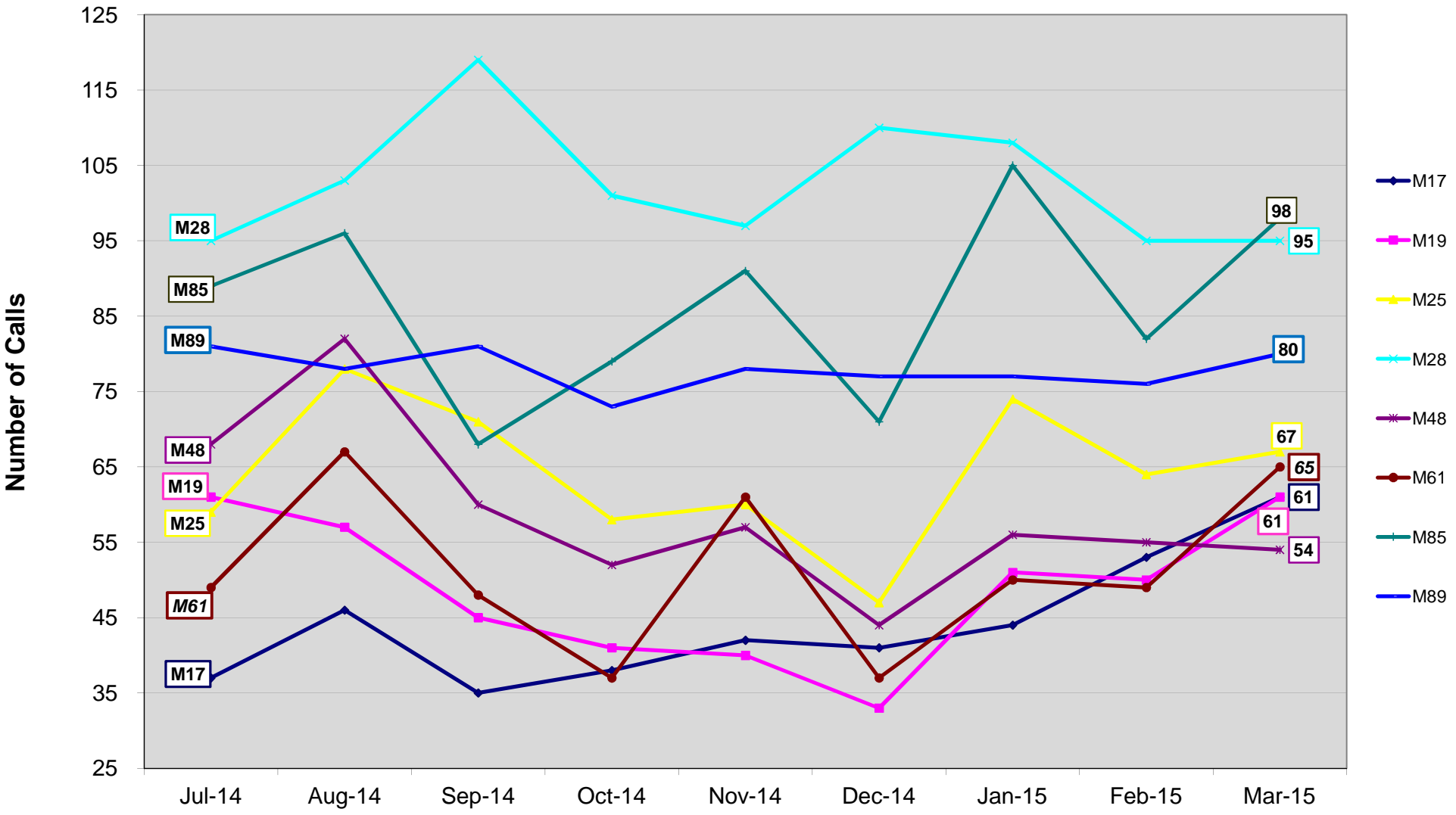
MOVE-UPS	
JPA to Folsom	6
Folsom to JPA	12



MEDICAL CALLS	
JPA for Folsom	3
Folsom for JPA	7
South Lake Tahoe	1



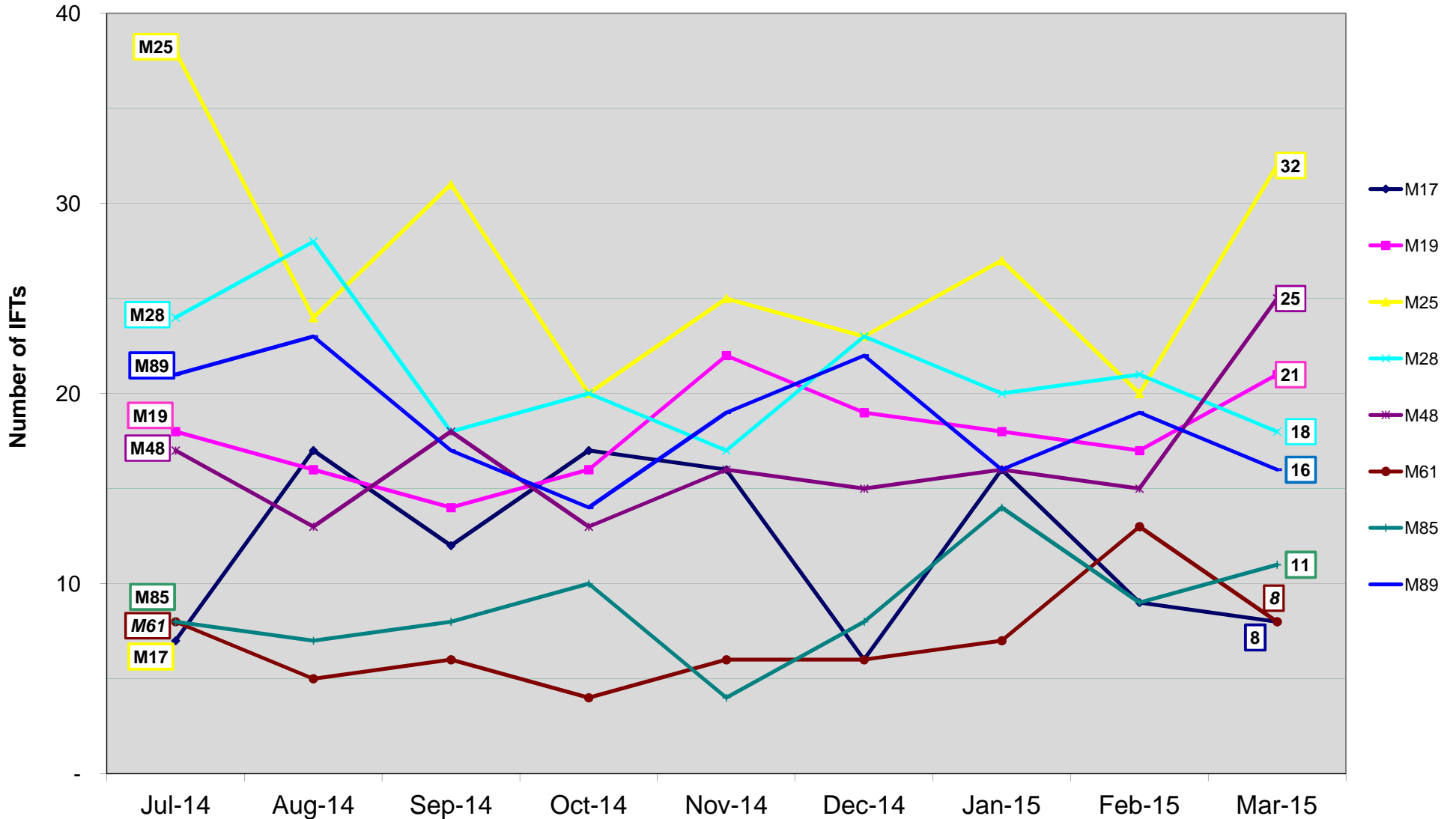
### Move-up and Cover Stats



March: 595



### Medical Interfacility Transfers



MarchTransfers: 139

**DRAFT** AGREEMENT FOR SERVICES #200-S0811  
AMENDMENT IV

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This Amendment IV to that Agreement for Services #200-S0811 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 El Dorado County Emergency Services Authority, whose principal place of business is 480 Locust Road, Diamond Springs, CA 95619 (hereinafter referred to as "JPA").

**RECITALS**

**WHEREAS**, the Health Services Department has been reorganized and is now known as the Health and Human Services Agency; and

**WHEREAS**, JPA has been engaged by County to provide prehospital Advanced Life Support services and dispatch services, in accordance with Agreement for Services #200-S0811, dated June 27, 2006, Amendment I dated September 11, 2007, Amendment II dated April 29, 2008, and Amendment III dated September 29, 2009, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend Section I – Definitions; Section VII, Article I – Prehospital Patient Care Report/Billings Forms; Section VII, Article III – Response Time Reporting; Section VIII, Article IV – Market Rights and EMS Aircraft Services; Section VIII, Article VIII – Compensation for Services; Section VIII, Article IX – Changes to Contract; Section VIII, Article XIV – Notice to Parties; and Section X, Article IX – Administrator; and

**WHEREAS**, the parties hereto have mutually agreed to add the following: Section V, Article XVI – Penalties and Incentives for Response Time Requirements; Section VIII, Article XVIII – Product Endorsement / Advertising; and Section IX, Article VIII – Penalty and Appeal Process; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #200-S0811 shall be amended a fourth time as follows:

- 1.) All references in the original agreement or amendments to the "Public Health Division of the Health Services Department" shall be deemed to refer to the Health and Human Services Agency (HHS A).

2.) Section I – Definitions shall be amended to add:

34. Base Hospital means one of a limited number of hospitals that, upon designation by the local EMS agency and upon the completion of a written contractual agreement with the local EMS agency, are responsible for directing the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the local EMS agency.
35. Electronic Prehospital Care Report (ePCR) means an electronic form approved by the County of El Dorado EMS Agency for the purpose of documenting all patient care provided in the County of El Dorado. If service entity is providing ambulance transport service under contract with the County of El Dorado, the ePCR shall also include all required billing information.
36. Emergency Medical Dispatch (EMD) means medical dispatch protocols and pre-arrival instructions approved by the County of El Dorado EMS Agency Medical Director and EMS Agency Administrator, based on the Emergency Medical Dispatch National Standard Curriculum as the standard.
37. System Standard of Care means the most current versions of the County’s Emergency Medical Service and Medical Transportation Ordinance, the County of El Dorado EMS Agency Policy and Procedure Manual, and any written directives issued by the County of El Dorado EMS Agency Medical Director.
38. Time of Dispatch means the moment that the ambulance or medical transportation entity is first made aware of the call back number, the address of the patient or passenger, and either: (i) in the case of ambulance request the presumptive patient condition as defined by EMD; or (ii) in the case of medical transportation the requested level of service.

3.) Section V – Standards of Service for Prehospital ALS, shall be amended to add Article XVI – Penalties and Incentives for Response Time Requirements.

Article XVI – Penalties and Incentives for Response Time Requirements

The response time performance specification to a 911 call begins at the time of dispatch and concludes when an ambulance and/or an advanced life-support, paramedic staffed fire engine arrives on-scene. County understands that isolated instances may occur in which JPA does not meet the stated performance specifications. Minor violations of these requirements shall result in performance penalties that shall be deducted from JPA’s payment. However, chronic failure to comply with the response time standards may constitute default of the Contract.

For purposes of calculating non-performance penalties, a fraction of a percent is to be rounded down to the whole percentage point. For example, any area of transport achieving eighty-nine

point nine percent (89.9%) shall be determined to be eighty-nine percent (89%) compliance because it failed to achieve the ninety percent (90%) reliability threshold.

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A. Non-performance Penalties

The following deductions shall be applied when system-wide service area response time compliance for Urban, Semi-Rural, Rural, or Wilderness transports falls below ninety percent (90%) for any given month:

<b>89%</b>	<b>\$ 1,000</b>
<b>88%</b>	<b>\$ 2,000</b>
<b>87%</b>	<b>\$ 3,000</b>
<b>86%</b>	<b>\$ 4,000</b>
<b>85%</b>	<b>\$ 5,000</b>

Failure to meet response time criteria for at least ninety percent (90%) of the time for any three (3) consecutive months or for four (4) months in any calendar year shall be additionally defined as a major breach and may result in termination of the agreement.

B. 100 Sequential Call Rule

For the purpose of determining compliance with response time requirements within the service areas (Urban, Semi-Rural, Rural, and Wilderness) each month, the following method shall be used. For every month in which one hundred (100) or more calls originate within the service areas, ninety percent (90%) compliance is required for the calendar month. However, for any month within which fewer than one hundred (100) calls originate, compliance shall be calculated using the last one hundred (100) sequential calls for that area.

For example, if the service areas produce one hundred and five (105) calls for urban and eighty-nine (89) calls for rural during a single month, JPA shall be required to meet ninety percent (90%) compliance for the month for urban, while rural shall be subject to the one hundred (100) sequential call rule.

Should JPA be determined to be subject to non-performance penalties for failure to meet ninety percent (90%) compliance within the service areas under the one hundred (100) sequential call rule, JPA shall not be subject to another non-performance penalty for that area until at least twenty-five (25) additional calls have originated within the service area. If more than one (1) month passes before twenty-five (25) additional calls occur, and JPA is still out of compliance under the one hundred (100) sequential call rule at the end of the month in which the twenty-fifth (25<sup>th</sup>) call occurred, it shall be considered a consecutive failure to meet the criteria. A major breach of the foregoing shall be defined as any three (3) consecutive monthly failures or four (4) monthly failures during any twelve (12) month measurement period ( months within which the twenty-fifth (25<sup>th</sup>) call since last measurement occurred).

The above deductions shall be assessed each month. For purposes of assessing non-performance penalties, monthly response times shall be reported without decimals and no

rounding factor shall be allowed (e.g., a monthly performance of eighty-nine point nine percent [89.9%] shall be reported as eighty nine percent [89%]).

C. Incentive for Superior Response Time Performance

For any calendar year in which the JPA has been assessed any non-performance penalties for one (1) or more area of service, and in which, at the end of the calendar year, it achieves at least ninety-two percent (92%) average compliance for those areas in which it had been previously penalized, the County shall forgive the previously deducted penalties. This provision shall apply to each area separately and no carry-over shall be used from calendar year to calendar year.

D. [Waivers for certain response times to 911 calls will be permitted as outlined in the Master Contract and amendments.](#)

4.) Section VII, Article I, shall be amended in its entirety to read as follows:

Article I – Prehospital Care Report/Billing Forms, ePCR Required

- A. On or before January 1, 2015, JPA shall implement and continue to utilize an electronic Prehospital Care Report (ePCR), meeting the standards and specifications of the EMS Agency Medical Director. The ePCR is required to be completed for all patients for whom care is rendered at the scene, regardless of whether the patient is transported. Patient care records shall clearly identify those instances when two (2) or more patients are transported in the same ambulance so that proper billing can be done. Further, a round trip transport occurs when a single ambulance takes a patient to a destination and then provides a transport back to the point of origin. Round trip transports, other than “wait and return” trips are to be counted as two (2) transports.
- B. In order to ensure that County and EMS Agency Medical Director can conduct system-wide quality improvement activities, JPA is required to provide County with electronic copies of accurately completed patient care forms including, but not limited to, correct name, address, date of birth, social security number, and signature of the patient or patient representative (or clearly stated reason why patient is unable to sign) and sufficient information to appropriately document medical necessity.
- C. In the event that hardware, software, communications, licensing, or other technical problems temporarily prohibit the real-time capture of ePCR data and information, JPA shall have an immediately available backup system to manually collect all required information. Upon manual collection of this information, it shall be JPA’s responsibility to enter it into appropriate electronic databases to assure compliance with the reporting requirements and timelines of this Agreement.
- D. JPA shall be required to provide all patient care records in an electronic format. JPA shall provide detailed information regarding the method proposed to accomplish this

requirement, including technical specifications, edit and audit capabilities, provisions for security, and the advantages of such approach to electronic patient records for County approval. Any ePCR must, at a minimum be certified as National EMS Information System (NEMIS) compliant and California EMS Information System (CEMIS) compatible.

- E. Properly completed electronic Prehospital Care Reports shall be delivered or electronically available to the County within forty-eight (48) hours of the completion of each call. At County's discretion, JPA may be considered exempt from failures to meet this requirement that are outside of JPA's reasonable control.
  - 1. For every ePCR not delivered within five (5) business days of the required delivery date, County shall deduct two hundred fifty dollars (\$250) from JPA's monthly payment.
  - 2. For every ePCR that is not accurately completed and turned over to the County within thirty (30) days of the completion of each call, County shall deduct one thousand dollars (\$1,000) from JPA's monthly payment.
- F. HHS Ambulance Billing personnel shall notify JPA of failure to adequately complete an ePCR. JPA shall take the necessary action to correct the omission/ error situation. Ambulance Billing personnel shall contact JPA to help identify JPA personnel in need of additional training. JPA acknowledges and agrees that complete and timely reporting is of the essence of this agreement.
- G. All PCR's and ePCR's shall be completed in accordance with the El Dorado County EMS Policy: "*EMS Documentation Policies and Procedures*"

5.) Section VII, Article III, shall be amended in its entirety to read as follows:

Article III – Monthly Response Time Reporting

A. Ambulance Response Time Reporting and Penalties

Within ~~ten (10)~~ five (5) business days after the end of each month, JPA shall submit a monthly report on all emergency medical response times for the service areas. Such report shall include data identifying the Incident Number, Date, Unit Number, Response Mode (Code-2 or Code-3), service area location (Urban, Semi-Rural, Rural, or Wilderness), and the following times: Time of Dispatch, Arrival at Scene, Depart Scene, and Arrival at Hospital.

JPA shall provide, reports detailing JPA's performance during the preceding month as it relates to each of the performance requirements stipulated herein. These reports shall be submitted electronically, via email, or other suitable medium approved by County. For each day that JPA fails to provide the reports, County shall deduct one hundred dollars (\$100) from JPA's monthly payment. At County's discretion, JPA may be exempted

from this penalty for any delay in the submission of the month-end report that is due to a delay caused by County, declared state of emergency and/or an unforeseen business disruption.

B. Response Time Exception Report

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) the JPA shall submit a Response Time Exception Report in a form acceptable to County EMS Agency. 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 County EMS Agency for the previous calendar month of service on a monthly basis.

C. Response Time Review

The County EMS Agency shall review all Response Time Reports and Response Time Exception Reports monthly

- 6.) Section VIII, Article IV – Market Rights and EMS Aircraft Services, shall be amended in its entirety to read as follows:

Article IV – Market Rights and EMS Aircraft Services

County Service Area No.7 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 under a Public Utility Model as identified in the County's EMS Plan by the authority of the Board of Supervisors. County reserves its rights to take any and all appropriate action, and to exercise its discretion with regard to any other public or private emergency medical transporters. County reserves the right to utilize public or private EMS aircraft services as defined in Title 22, Chapter 8, Article 1, Section 100279, if such utilization is in the best interest of the public.

- 7.) Section VIII, Article VIII – Compensation for Services, shall be amended in its entirety to read as follows:

Article VIII – Compensation for Services

JPA acknowledges and agrees that this Contract is funded from specific identified CSA No. 7 funding sources and is primarily a fixed price contract with annual adjustments plus standby and dedicated duty revenue.



- A. Beginning \_\_\_\_\_, JPA shall be compensated in monthly payments of ~~\$946,258.75~~ ~~\$820,000~~ (11,355,105) ~~(\$9,840,000~~ annually) for the remaining term of the Agreement. Beginning January 2016, County shall annually increase monthly compensation by a percentage that is equal to the Medicare Ambulance Inflation Factor (AIF) released by the Centers for Medicare and Medicaid Services and effective for each succeeding calendar year. In the event that the AIF is zero or a negative percentage in any given year, JPA compensation shall not be changed during that year. The County shall work collaboratively with the JPA to establish and maintain an annual balanced operational budget for CSA No. 7, with operating expenditures that do not exceed annual operating revenues. County shall supply JPA a report showing billing and collections on all transports on a quarterly basis.

At any time during the Agreement term, in the event that significant circumstances beyond the reasonable control of JPA or County dramatically increase or decrease JPA's expenses or County revenues, either party may request that the other meet and confer regarding the terms of the Agreement. Potential options include:

1. Continue the Agreement without changes.
2. Increase or decrease JPA compensation.
3. Modify the performance requirements of the Agreement.

Examples of circumstances beyond the reasonable control of the parties include, but are not limited to significant changes in State or Federal healthcare reimbursement, State or Federal mandates that create an unfunded financial burden on either party, the repeal, or reduction of certain taxes or benefit assessments, and significant changes in the payer mix.

JPA acknowledges and agrees that the source of funds for JPA's compensation is limited to total revenue projected to be collected from three sources: CSA No. 7 Property Tax, CSA No. 7 Special Tax, and Ambulance Billing revenue. The COUNTY shall not be required to fund compensation from any other funds or revenues, including but not limited to the COUNTY's General Fund.

#### B. Fines and Penalties

The total of all fines and penalties for the previous month shall be deducted prior to monthly payment to JPA.

Penalties and fines may be waived by County, in County's sole discretion, if acceptable reasons are presented by JPA in accordance with Section IX, Article VIII – Penalty and Appeal Process.

#### C. Additional Compensation for Standby and Disaster Services

1. Standby and Dedicated Duty Services: County shall reimburse JPA ninety-three percent (93%) of actual revenue received for special event, ~~and~~ standby event and

dedicated duty services provided by JPA. Seven percent (7%) shall be retained by County for billing and collection services. Compensation for standby services shall not be included on the monthly invoice. Revenue received for standby services shall be deposited directly to the JPA at the rate identified per Section VIII, Article VIII, C, 1. of this Agreement.

2. Disaster Services: County shall reimburse JPA one hundred percent (100%) of payments received from State and Federal agencies specifically designated to reimburse JPA for direct unusual expense of providing disaster services.

D. Process for Ambulance Services Compensation

JPA shall invoice County by the 10<sup>th</sup> of each calendar month for that current month. Invoice shall be submitted to the County EMS Agency, 2900 Fair Lane Court, Placerville, CA 95667 or other location as County may direct. The County shall pay to JPA the reconciled monthly compensation payment prior to the last day of the invoiced month to include the following:

1. The base Agreement monthly compensation for the current month, less any applicable penalties; and
2. Costs associated with disaster response per Section VIII, Article VIII, C, 2. of this Agreement for the previous month; and.

E. Financial Statements and Reports

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

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

Throughout the term of this contract, during the first week of March each year, the JPA shall submit a complete list of the most current costs for all medications and supplies purchased by the JPA and utilized on the ambulances, so that medication and supply charges may be adjusted annually in keeping with the most current "Resolution to Adopt Ambulance Rate Schedule for County Service Area No. 7 for Ambulance

Services." This list shall include the description of item(s), unit(s) of measure, and most recent cost(s).

DRAFT

F. Annual Audit

JPA acknowledges and agrees that County is responsible for conducting/obtaining annual audits of JPA's books and records. JPA agrees to assist administratively in procuring a Certified Public Accountant (CPA) upon County's request. Each audit period shall be July 1 through June 30 for the term of this contract. For each annual audit, a copy of the audit, together with any findings of deficiencies and recommended corrective action from the auditor, shall be submitted to the Health and Human Services Agency no later than March 31 of each year. Health and Human Services Agency shall forward the audit documents to the County Auditor-Controller and to the Board of Supervisors for receipt and filing. In the event corrective action is necessary, JPA shall, simultaneously with the submission of the audit documents, submit its corrective plan to correct any and all existing deficiencies, and to implement action to protect against future such deficiencies. Within forty-five (45) days of submission of the audit documents and JPA's corrective plan to Health and Human Services Agency, County shall notify JPA if further JPA action to implement corrective action is required. JPA shall fully cooperate with any County audit.

G. Accounts Receivable/Billing

1. County shall manage all accounts receivable associated with this Contract. JPA shall not engage in any billing activity associated with services provided by this Agreement.
2. County shall bill patients for ALS services based on the most current adopted Ambulance Rate Schedule approved by Resolution of the El Dorado County Board of Supervisors.
3. County and JPA agree that County shall bill patients for ALS services provided by this Contract if an Ambulance arrives at the scene.

8.) Section VIII, Article IX – Changes to Contract, shall be amended in its entirety as follows:

Article IX – Changes to Contract

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. The County EMS Agency Administrator may recommend changes to this Contract to the Health and Human Services Agency Director for the Director's consideration. The HHSA Director shall independently review any recommendations presented by the County EMS Agency Administrator, and determine whether the recommended changes,

modifications, or adjustments are warranted and should be forwarded to the County of El Dorado Board of Supervisors. In the event that the HHSA Director determines that changes are deemed necessary, the HHSA Director shall notify JPA of the recommended changes and solicit comment from JPA prior to submission to the County Board of Supervisors for approval and/or funding.

- B. JPA, upon continuing review of this Agreement, may recommend changes to this Agreement, in writing (with the exception of JPA's compensation) to the County EMS Agency Administrator. These recommendations shall be reviewed by the County EMS Agency Administrator, the Administrator's comments and further recommendations noted, and passed on to the HHSA Director. The HHSA Director shall independently review any recommendations presented to the HHSA Director by the County EMS Agency Administrator, and determine whether the recommended changes, modifications, or adjustments are warranted and should be forwarded to the County Board of Supervisors. In the event that the HHSA Director determines that the changes are warranted, the HHSA Director shall notify JPA of the recommended changes and solicit comment from JPA prior to submission to the County Board of Supervisors for approval and/or funding.

- 9.) Section VIII, Article XIV – Notice Parties shall be amended in its entirety to read as follows:

Article XIV- Notice to Parties

All notices to be given by the parties hereto shall be in writing and served by depositing it in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: DON ASHTON, DIRECTOR

Or to such other location as the County directs.

Notices to the JPA shall be addressed as follows:

EL DORADO COUNTY PREHOSPITAL EMERGENCY SERVICES AUTHORITY  
480 LOCUST ROAD  
DIAMOND SPRINGS, CA 95619  
ATTN: MARTY HACKETT, EXECUTIVE DIRECTOR

Or to such other location as the JPA directs.

10.) Section VIII – Contract Requirements shall be amended to add Article XVIII – Product Endorsement / Advertising.

Article XVIII – Product Endorsement / Advertising

JPA shall not use the name or equipment of County for the endorsement of any commercial product or service without the express written permission of County.

11.) Section IX – Default/Breach, Termination, and Cancellation shall be amended to add Article VIII – Penalty and Appeal Process.

Article VIII – Penalty and Appeal Process

If JPA does not understand or disagrees with the fines assessed for a specific period of time, JPA may within thirty (30) days of notification of a Penalty for Performance Failure follow the procedures below in an attempt to resolve an issue:

1. First, request a review with the County EMS Agency to explain and clarify a penalty assessment. If JPA's concerns are not resolved; then
2. Second, request Contract clarification from the County Health and Human Services Agency, and, if JPA's concerns remain unsatisfied; then
3. Third, request in writing a fair hearing before the County Board of Supervisors.

12.) Section X, Article IX – Administrator shall be amended in its entirety to read as follows:

Article IX – Administrator

The County Officer or employee with responsibility for administering this Contract is Richard Todd, Emergency Medical Services Agency Administrator, or successor.

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Except as herein amended, all other parts and sections of that Agreement 200-S0811 and amendments shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Richard Todd  
Emergency Medical Services Agency Administrator

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Don Ashton, M.P.A., Director  
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to that Agreement for Services #200-S0811 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_, Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

-- CONTRACTOR --

EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Chief David Roberts  
Chairperson, Board of Directors  
"Contractor"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Corporate Secretary

Zmm/dao





## El Dorado County Emergency Services Authority

Policy Subject Matter: **Continuous Quality Improvement Program**

~~Policy number: 907~~

Revision date: ~~09.08.1003.25.15~~

Creation date: ~~09.08.10~~

### I. POLICY:

To implement a consistent Continuous Quality Improvement (CQI) Program that complies with California State law and the policies of the El Dorado County Emergency Medical Services Agency (EMSA) to improve the delivery of Emergency Medical Services. The focus of the Continuous Quality Improvement Program activities shall be on system improvement, not on an individual's performance.

### II. PURPOSE:

To improve the quality of the El Dorado County EMS System by: 1) Continuing to improve the quality of patient care and patient outcome, 2) Improving the success rate of advanced and expanded scope of practice, and 3) Identifying training and medical equipment needs.

### III. PROCEDURE:

JPA member agencies providing an advanced life support (ALS) service, and Cal Fire (providing emergency medical dispatch services) shall comply with the EMSA - Continuous Quality Improvement Policy. Key requirements of the policy include:

- a. Each agency will develop their own a CQI policy that complies with the EMSA CQI policy requirements. An annual review of ~~this~~ the policy ~~and the lessons learned shall be made for is to be made for~~ needed updates.
- b. A peer level representative from each agency will attend the monthly EMSA CQI Committee meeting.
- c. Comply with reporting and other quality assessment requirements as specified or determined by the CQI process, and/or EMSA.
- d. Patient confidentiality will be strictly maintained at all times during the CQI process.
- e. The CQI representative shall participate in ongoing committee discussions, audits, field research and studies. The goal is to collect and analyze data and share that data with other CQI representatives during monthly CQI meetings.
- f. Recommend training – education, policy and procedure revision for improved ALS service delivery. Training can be effectively and efficiently delivered through several means such as our annual Skills Training Day, Target Solutions, and in-service briefings.
- g. Provide feedback to system participants ~~on~~ for ~~deficiencies - quality indicators,~~ “loop” closure and performance improvement.
- ~~g-h.~~ Improvement plans shall include clearly stated goals, objectives and strategies. Throughout the implementation of the plan it is necessary to measure and evaluate the progress being made to ensure the stated goals will be achieved.

**IV. PERFORMANCE CONCERNS:**

Potential or questionable violations of California Health and Safety Code 1798.200, and other applicable laws shall be reported without delay to the involved agency Fire Chief and EMSA Medical Director. These issues are to be handled separately from the EMSA CQI Committee, and in accordance with state law, regulations and local agency policies.

**V. RECORD RETENTION and STORAGE:**

All records collected for the CQI process shall be stored under lock and key in a secure location. CQI records are to be retained for one year, with the start date beginning when a case review has been concluded. Documents collected as part of the CQI process are protected under California State Evidence Code 1157. Each agency will make their records available for audit by the EMSA Medical Director.

**VI. ACKNOWLEDGEMENT OF QUALITY IMPROVEMENT COMMITTEE CONFIDENTIALITY**

As a member of the Quality Improvement Committee involved in the evaluation and improvement of the quality of care rendered to patients within the emergency medical services system, we recognize that confidentiality is vital to the free and candid discussion necessary to effectively conduct quality improvement activities and is required by Section 1157.7 of the Evidence Code of the State of California. Therefore, we shall respect and maintain the confidentiality of all discussions, deliberations, records and other information generated in connection with these activities and make no disclosures of such information except to persons authorized to receive it. It is expected that the confidentiality of all the EMS Quality Improvement information will be maintained by all committee members and members of its subcommittees. Additionally, a person who knowingly obtains or discloses individually identifiable health information in violation of the HIPAA Privacy Rule may face a criminal penalty of up to \$50,000 and up to one-year imprisonment. The criminal penalties increase to \$100,000 and up to five years imprisonment if the wrongful conduct involves false pretenses, and to \$250,000 and up to 10 years imprisonment if the wrongful conduct involves the intent to sell, transfer, or use identifiable health information for commercial advantage, personal gain or malicious harm. The Department of Justice is responsible for criminal prosecutions under the Privacy Rule In Accordance With Public Law 104-191, SEC. 1177.

We understand that all affected persons and agencies are entitled to undertake such action as is deemed appropriate to ensure that this confidentiality is maintained, including action necessitated by any breach or threatened breach thereof. Additional information on the County's Quality Improvement Program can be found at <http://www.emsa.ca.gov/pubs/pdf/emsal66.pdf>.

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Marty Hackett  
Executive Director

